

AGREEMENT Between **STATE OF CALIFORNIA**
and
CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION
covering

BARGAINING UNIT 6
CORRECTIONS

July 1, 1998 through June 30, 1999

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PREAMBLE

This AGREEMENT, hereafter referred to as the Agreement, entered into by the STATE OF CALIFORNIA, hereafter referred to as the State or the State employer, pursuant to Sections 19815.5 and 3517 of the Government Code, and the CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION, hereafter referred to as CCPOA, has as its purpose the promotion of harmonious labor relations between the State and CCPOA; establishment of an equitable and

peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

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

ARTICLE I

RECOGNITION

1.01 Recognition

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

Pursuant to Government Code Sections 19815.5 and 3517, CCPOA recognizes the Director of the Department of Personnel Administration or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

ARTICLE II

CCPOA REPRESENTATION RIGHTS

2.01 Distribution of Literature

- A. California Correctional Peace Officers Association (CCPOA) representatives requesting access to Bargaining Unit 6 employees and/or designated non-work locations will check with the appropriate designated management authority to determine availability of space for the distribution of information and/or literature. Access to those locations may be restricted based on space availability and operational necessity. A written list of CCPOA stewards and staff shall be furnished to the State, and CCPOA shall notify the State promptly of any change.
- B. CCPOA may use existing employee mailboxes for distribution of information and/or literature. CCPOA assumes responsibility for the distribution of its own literature, unless mailed through the U.S. Postal System addressed to individual employee(s).

2.02 Access to Employees

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

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

2.03 Access to New Employees

- A. CCPOA representatives shall be allowed access to Correctional Peace Officer Cadets while at the CDC and CYA Academies for two (2) hours during the first week of each Academy cycle. The State agrees to provide meeting space at the place the cadets are assembled. CCPOA will provide the State the names of representatives who will be meeting with the new employees one (1) week in advance of the meeting. The time of this access shall be mutually agreed to between CCPOA representatives and the Director of the Academy.
- B. CCPOA representatives shall be allowed access to off-duty CDC and CYA cadets while at the Academy during the second week of the Academy cycle, or, on other weeks, at a time mutually agreed upon by CCPOA and the Director of the Academy. If the CDC or CYA Academy is increased to ten (10) weeks, CCPOA representatives shall be allowed access to off-duty CDC and CYA employees while at the Academy for an additional four (4) hour period during the eighth (8th) week of the Academy at a time mutually agreed upon by CCPOA and the Director of the Academy. The State agrees to provide adequate meeting space at the Academy. CCPOA will provide the State with the names of representatives who will be meeting with the new employees one (1) week in advance of the meeting.
- C. The State shall provide CCPOA a schedule of when each new Academy cycle begins at least one (1) month prior to the beginning of each cycle.
- D. At the beginning of each new Academy cycle, the State shall provide CCPOA with a complete roster of the names and work locations of each new employee entering Bargaining Unit 6.
- E. Each CCPOA local Chief Job Steward and designee will have two (2) hours of access to new employees during the first forty (40) hours of orientation at each facility, office, camp, or other places of employment. The local management and CCPOA will meet to pick a specific designated time during this orientation week for the CCPOA presentation. The local CCPOA presenter shall provide the local administration with a pre-planned agenda prior to the orientation. The local administration shall be notified of any changes in that agenda prior to those changes taking place.
- F. Membership Packets and MOU: During both the academy presentation and the orientation mentioned in paragraph E. above, CCPOA may provide each new employee with a DPA-approved packet of CCPOA information and a copy of the

Unit 6 MOU. DPA approval of said packet of information shall not be arbitrarily or capriciously withheld.

2.04 Use of State Facilities

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

2.05 Bulletin Boards

- A. CCPOA shall have access to employee organization bulletin boards at all work facilities to post materials related to CCPOA activities. Any materials posted must be dated and initialed by the CCPOA representative(s) responsible for the posting, and a copy of all materials posted must be distributed to the Appointing Authority, camp commander, facility head, or unit supervisor at the time of posting.
- B. Where state-owned employee organization bulletin boards exist, the Department shall provide reasonable bulletin board space for the exclusive use of CCPOA; or as an alternative, at its expense, CCPOA may provide at each camp or facility one or more (as described and limited in paragraph J.), with optional cover and lock, not to exceed 36" x 48" in size, and to be placed as described in paragraphs K. and L. Installation will be by the Department. In those cases where the bulletin board is provided with a lock, the Appointing Authority, camp commander, facility head, or unit supervisor shall be provided, at CCPOA's expense, two (2) keys to the lock. Such keys will not be used except in case of a safety hazard, or in violation of a no-strike provision or as such in paragraph E. herein; even in such instances the key shall not be used without a reasonable effort to have a CCPOA representative present. Any CCPOA bulletin board shall be installed in a location consistent with institutional safety, security and operational needs.
- C. If bulletin boards in a snack bar exist at facilities beyond those described below, CCPOA shall only be entitled to share such boards and have reasonable space on such boards.
- D. Nothing in this Article shall be construed to require the State to move or remove existing employee or management bulletin boards from their present locations.
- E. CCPOA agrees that nothing illegal or which threatens the safety or security of the facility, or which is of racist, sexist, obscene, defamatory (material which not only impugns the character or reputation of the subject, but is also false) or of a partisan/political nature shall be posted.
- F. Materials posted by an employee of the State shall be posted on the employee's own time.

- G. Should CCPOA decide to place an exclusive bulletin board in a parole facility, size and location shall be reasonably determined by local administration and board size shall be no more than 2 feet by 3 feet.
- H. Size and location of exclusive boards in new facilities shall reasonably be determined by local administration after consultation with CCPOA and the board size shall be no more than 3 feet by 4 feet.
- I. When CCPOA has a local concern over the number of bulletin boards, the Appointing Authority, camp commander, facility head, or unit supervisor and the CCPOA Chapter Chief Job Steward shall meet to determine locations of the bulletin boards.
- J. The number of bulletin boards and locations at each institution will remain the same. Any alterations of existing practices must be locally negotiated and agreed upon by both sides.
- K. CCPOA is allowed one (1) bulletin board in each Unit 6 parole office, facility, and camp.
- L. As new institutions, facilities, camps or offices are opened, the Appointing Authority, camp commander, facility head, or unit supervisor, and the CCPOA Chapter Chief Job Steward shall meet to determine the locations of the bulletin boards at that institution, facility, camp or office.
- M. CCPOA may add a literature distribution box and/or mail box under each of the CCPOA bulletin boards, if it so chooses.
- N. This section shall be administered in accordance with Arbitrator Bonnie Bogue's decision on Case No. 39596-63a dated December 5, 1996.

2.06 Chief Job Steward Assignment

- A. If the local Chief Job Steward at each institution and/or facility so requests, he/she shall be placed in a second watch position, with Saturdays and Sundays off where possible, which permits quick access and availability for representation for the majority of normal business hours. This shall exclude Chief Job Stewards' positions at camps.
- B. CCPOA's rank and file, statewide President and Vice-Presidents (three), shall have second watch assignments, with Saturdays and Sundays off where possible, if they so request.
- C. In CYA institutions and/or facilities having more than six (6), and CDC institutions having more than nine (9) MTA positions, plus the Youth Training Center and Northern California Youth Correctional Center, CCPOA shall be able to designate one (1) Chief Job Steward from an MTA classification who shall be placed in a second watch position, with Saturdays and Sundays off where possible, if the steward so requests.
- D. CCPOA may appoint a regular job steward at each CDC Community Correctional Center.
- E. There shall be one (1) Chief Job Steward for the Medical Technical Assistants employed within DMH Mental Health Unit. This Chief Job Steward shall be placed in a second watch position with Saturdays and Sundays off, where possible, if the steward so requests.

- F. In the CDC and CYA camps, CCPOA shall designate one (1) Chief Job Steward of CDC Camps (North), one (1) of CDC Camps (Central), one (1) of CDC Camps (South) and one CYA Camps (statewide).

2.07 Stewards' Rights

- A. The State recognizes and agrees to deal with designated stewards or staff of CCPOA on all matters relating to the administration of this MOU.
- B. A written list of CCPOA stewards, broken down by department and designated area of primary responsibility, shall be furnished to the State immediately after their designation and CCPOA shall notify the State promptly of any changes of such stewards. CCPOA stewards shall not be recognized by the State until such lists or changes thereto are received. A CCPOA steward's "area of responsibility" means institution, office or building. However, the parties recognize that it may be necessary for CCPOA to assign a steward responsibility for several small offices or buildings within a close proximity.
- C. Upon request of an employee, or on behalf of a CCPOA-filed grievance, a CCPOA steward may:
 - 1. Investigate an employee grievance, including health and safety grievances, and assist in its presentation, provided it is in the steward's department and designated area of primary responsibility;
 - 2. Provide representation of an employee at an interrogation, fact-finding, investigatory interview, or similarly-purposed discussion which has as its purpose the gathering of facts to support adverse actions;
 - 3. Provide representation on E.E.O. complaints, disputes over modified duties/reasonable accommodation, and "return-to-work" hearings;
 - 4. Provide representation at shooting review boards or as allowed by the Peace Officers' Bill of Rights;
 - 5. Participate in meetings with local management including local meet and confer sessions as may be delegated and required by this MOU.
- D. The steward shall be allowed reasonable time for the purpose of representing employees during working hours without loss of compensation, subject to prior notification and approval by the steward's immediate supervisor. The grievant's immediate supervisor may temporarily deny access to any CCPOA steward for operational necessity. Supervisors shall not unreasonably withhold time off or deny access for purposes of grievance preparation. Investigation of a grievance or adverse action shall not interfere with the work of other employees.
- E. Employees shall be entitled to reasonable time off without loss of compensation to confer with a CCPOA representative on representational matters at the work location in accordance with Subsection B. above during work hours, subject to approval of the employee's supervisor.
- F. Pursuant to Government Code 3303(h), the representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any

information received from the Peace Officer under investigation for non-criminal matters.

2.08 Use of State Telephones

- A. CCPOA representatives and job stewards shall be permitted reasonable access to State telephones to make calls for CCPOA representation purposes; provided, however, that such access to State telephones shall not result in any additional costs to the State, nor shall it interfere with the conduct of State business.
- B. Personally owned cellular telephones and paging devices will only be allowed within the security areas of institutions/facilities upon Appointing Authority approval.

2.09 Questionnaires

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

2.10 Representation on Committees

- A. If a management-initiated committee has Unit 6 employees participating on said committees or in its meetings, and/or the committee is developing a plan or policy on issues within the scope of representation, CCPOA shall be provided a seat on the committee. The work of said committee shall not be in any way construed as "meet and confer" as defined under the Ralph C. Dills Act. A copy of official minutes, when taken, of said committee meetings shall be provided to the CCPOA representative on the committee.
- B. Only CCPOA's headquarters may negotiate or designate someone to negotiate any issue, whether statewide or local, under the meet and confer sections of the Ralph C. Dills Act or this Agreement.
- C. The State shall not negotiate with or enter into memoranda of understanding or adjust grievances or grant rights or benefits covered by this Agreement or within CCPOA's scope of representation unless such action is with CCPOA's written concurrence.

2.11 State Vice-Presidents

The parties agree to full-time release of the California Correctional Peace Officers Association Executive Vice-President, CDC Vice-President and CYA Vice-President.

- A. It is the intent that the leave usage is expected to cover extended periods of time, typically more than one (1) pay period in duration.
- B. While an employee is on leave his/her leave credit balances shall be frozen. This includes sick leave, vacation and holiday credits. Leave credits can only be earned if the employee is performing his/her full range of duties in their assigned position either with the Department of Corrections or Department of Youth Authority for a qualifying period.
- C. Employees will continue to earn Bargaining Unit 6 seniority and State service, consistent with the MOU.
- D. Employees shall not be eligible to receive uniform replacement allowance while on leave status. Payment of uniform allowance shall be subject to the partial or full allowance rates in Section 14.02 based on the time in their assigned position either with the Department of Corrections or Department of Youth Authority at the end of the control period after the conclusion of the leave of absence.
- E. To be eligible for this leave the office holder must be a rank and file member of
- F. Bargaining Unit 6.

ARTICLE III

ORGANIZATIONAL SECURITY

3.01 Dues Deduction

- A. It is the intent of this section to provide for payroll deductions of CCPOA members in Unit 6, relative to dues and insurance programs. CCPOA dues, regular and general assessments, and other membership benefit deductions properly and lawfully authorized will be deducted by the State from the salary of each employee in an amount specified by the CCPOA and in accordance with State Controller's Office administrative policies and procedures and transmitted to CCPOA. Amounts deducted shall be set by CCPOA and changed by the State upon written request of CCPOA. The CCPOA agrees to pay charges for service in accordance with State Controller's Office administrative procedures. The State agrees to provide prior notification of State Controller's Office service rate changes to the CCPOA.
- B. The written authorization for CCPOA dues deductions shall remain in full force and effect during the life of this MOU.
- C. The CCPOA hereby agrees in consideration of forbearance by the State Controller, at the request of the CCPOA of the Controller's right to require a waiver from State employees of any liability for inadvertence or error, as a condition of making payroll deductions for payment to the CCPOA pursuant to the Government Code Sections 1151 and 1152, and of benefits accruing to the

CCPOA, as a result of such forbearance. The CCPOA hereby agrees to hold the State of California, the State Controller and his/her employees harmless from liability for any errors in withholding or transmitting payroll deduction monies for the CCPOA except for liability to the CCPOA for monies actually withheld, but not transmitted.

3.02 Agency Shop

Since CCPOA has certified that it has a CCPOA membership of at least fifty percent (50%) of the total number of full-time employees in Unit 6, CCPOA is allowed to collect a "fair share" fee from non-CCPOA members who are employees in Bargaining Unit 6. Membership in CCPOA or payment of the CCPOA fair share fee is not a condition of State employment.

The fair share shall operate in accordance with the following:

- A. The State employer agrees to deduct and transmit to CCPOA all deductions authorized on a form provided by CCPOA, and pursuant to Government Code Section 3515.7, to deduct and transmit to CCPOA all fair share fees from State employees in Unit 6 who do not elect to become members of CCPOA. The State shall deduct and transmit fair share fees effective with the first pay period following ratification of this MOU. Such authorized dues deductions and fair share fees shall be remitted monthly to CCPOA along with an adequate itemized record of deductions. CCPOA shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of fair share fees and CCPOA agrees to hold the State employer harmless for any such action.
- B. Any employee may withdraw from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller. Employees who withdraw from CCPOA shall be subject to paying a CCPOA fair share fee as provided above.
- C. The amount of membership dues and fair share fees shall be set by CCPOA and changed by the State upon written notice from CCPOA. CCPOA agrees to notice all affected employees any time there is a change in membership dues or fair share fees.
- D. CCPOA agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its checkoff for CCPOA deductions. Under no circumstances is membership in CCPOA or payment of CCPOA fair share fees a condition of State employment for employees covered by this MOU.
- E. Pursuant to Government Code Section 3515.7(c), any employee who is a member of a religious body whose traditional tenet or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support CCPOA. That employee, in lieu of a membership fee or fair share fee deduction, shall instruct the State employer, via a means prescribed by the State Controller, to deduct and pay sums equal to the fair share fee to a non-

- religious, non-labor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.
- F. If an employee who holds conscientious objections pursuant to this item requests individual representation in a grievance, arbitration, or administrative hearing from CCPOA, CCPOA may charge the employee for the reasonable costs of such representation.
 - G. An employee who pays a fair share fee shall be entitled to fair and impartial representation by CCPOA. A breach of this duty shall be deemed to have occurred if CCPOA's conduct in representation is arbitrary, discriminatory or in bad faith.
 - H. CCPOA agrees to keep an adequate record of its financial transactions and shall make available annually, to the Public Employment Relations Board (PERB) and to employees in Unit 6 within ninety (90) days after the end of its fiscal year, a detailed written financial report in the form of a balance sheet and an operating statement, certified as to accuracy by the president and treasurer or comparable officers of CCPOA. In the event of failure to comply with this section, the State employer or any employee in Unit 6 may petition the PERB for an order compelling compliance.
 - I. CCPOA agrees to notify any State employee who pays a fair share fee of his or her right to demand and receive from CCPOA a return of any part of that fee paid by him or her which represents the employee's traditional pro rata share of expenditures by CCPOA that is either in aid of activities or causes of a partisan, political, or ideological nature only incidentally related to the employee's terms and conditions of employment, or applied toward the cost of any other benefits available only to members of CCPOA.
 - J. A fair share form of organizational security enacted pursuant to this Article may be rescinded by a majority of those votes cast, rather than a majority of members of the unit, provided that: (a) a request for such a vote is supported by a petition containing the signatures of at least thirty percent (30%) of the permanent full-time employees in the unit; (b) the vote is by secret ballot; and, (c) the vote may be taken at any time during the term of this MOU. If the PERB determines that the appropriate number of signatures has been collected, it shall conduct the vote in a manner which it shall prescribe.
 - K. No provision of this Article shall be subject to the grievance and arbitration procedure contained in this MOU.
 - L. Should a majority of employees in Unit 6 rescind the fair share form of organizational security of this MOU, all employees who are, or voluntarily become, members of CCPOA shall remain members of CCPOA, except that a maintenance of membership provision shall not apply to any employee who within thirty (30) days prior to the expiration of the MOU withdraws from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller.

ARTICLE IV

STATE'S RIGHTS

4.01 Management Rights

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

4.02 Employee Services

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

4.03 State-Owned Housing

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

ARTICLE V

GENERAL PROVISIONS

5.01 No-Strike

- A. During the term of this Agreement, neither CCPOA nor its agents or any Bargaining Unit 6 employee, for any reason, will authorize, institute, aid, condone or engage in a work slowdown, work stoppage, strike or any other interference with the work and statutory functions or obligations of the State.
- B. CCPOA agrees to notify all of its officers, stewards and staff of their obligation and responsibility for maintaining compliance with this section, including the responsibility to remain at work during an interruption which may be caused or initiated by others, and to encourage employees violating this section to return to work.
- C. The State may discharge, suspend, demote or otherwise discipline any employee who violates this section. Nothing contained herein shall preclude the State from obtaining judicial restraint and damages in the event of a violation of this section.

5.02 Savings Clause

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

5.03 Protected Activity

- A. The State and the Union shall not impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain or coerce employees because of their exercise of rights guaranteed by the Ralph C. Dills Act.
- B. The State shall not impose or threaten to impose reprisals on the Union, to discriminate against the Union, or otherwise to interfere with, restrain, or coerce the Union because of the exercise of rights guaranteed to it by the Ralph C. Dills Act.
- C. The requested remedy for alleged violations of this section shall be through the grievance and arbitration procedure contained in this MOU. Grievances alleging violations solely of this section may be filed directly at the second level of review no more than ninety (90) days from the occurrence giving rise to the grievance, or ninety (90) days from when the Union reasonably should have known about the alleged violation.

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

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

5.04 Copies of the Memorandum of Understanding

- A. CCPOA will print, at CCPOA expense, sufficient copies of this Memorandum of Understanding to supply a copy to each employee. CCPOA will bulk mail sufficient copies to each institution, facility, camp and parole office at CCPOA expense.
- B. Three (3) CCPOA job stewards at an institution with two hundred (200) or more Bargaining Unit 6 employees shall be given two (2) hours of "Official Business Time" on five (5) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. Three (3) CCPOA job stewards at an institution with less than two hundred (200) Bargaining Unit 6 employees shall be given two (2) hours of "Official Business Time" on three (3) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. One (1) CCPOA job steward or designee at each camp shall be given one (1) hour of "Official Business Time" on four (4) locally-negotiated days in order to distribute copies of this Memorandum of Understanding. One (1) CCPOA job steward per parole region shall be given sixteen (16) hours of "Official Business Time" to travel throughout his/her region to distribute copies of the Memorandum of Understanding and answer questions regarding the contract.
- C. The State employer may purchase copies of this Memorandum of Understanding from CCPOA at CCPOA's cost.

ARTICLE VI

GRIEVANCE AND ARBITRATION PROCEDURE

6.01 Purpose

- A. This grievance procedure shall be used to process and resolve formal written grievances arising under this MOU and other employment-related formal written grievances.
- B. The purposes of this procedure are:
 - 1. To resolve formal written grievances informally at the lowest possible level.
 - 2. To provide an orderly procedure for reviewing and resolving formal written grievances promptly.

6.02 Definitions

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

application or enforcement of the provisions of this MOU. Only "contract grievances" have the potential to be arbitrated.

- B. A "policy grievance" (a non-arbitrable grievance) is a dispute between one (1) or more employees against the State, or a dispute between CCPOA and the State involving the interpretation of a law, policy, rule or procedure involving employment-related matters not covered in this MOU, not under the jurisdiction of the State Personnel Board, the contents of a Letter of Instruction (LOI/WID), the contents of a Performance Report, and alleged POBR violations. Policy grievances may be processed only to the Director's level of this grievance procedure unless otherwise stated, and are not arbitrable.
- C. A "health and safety" grievance will include, but not be limited to, such matters as:
 - 1. Unsafe structural conditions;
 - 2. Defective or unsafe mechanical equipment;
 - 3. Defective or unsafe electrical;
 - 4. Health and environmental hazards, including but not limited to contained bio-hazard fluids;
 - 5. Vector Control; and
 - 6. Violation of acknowledged custodial rules or procedures which would constitute a danger of safety to the employee, worksite or the public.

Health and safety grievances shall be filed directly at Step 2, the Appointing Authority's level.

- A. The following are merit system appeals under the jurisdiction of the State Personnel Board, and are not grievable or arbitrable under this MOU. Complainants or appellants are placed on notice that these following items should be appealed directly to the State Personnel Board unless an initial departmental appeals process has been spelled out in the Youth Authority Administrative Manual (YAM) or the CDC Departmental Operations Manual (DOM):
 - 1. Exam appeals
 - 2. Adverse Action appeals (Government Code Section 19570 et seq.)
 - 3. Merit complaints
 - 4. Whistle-blower complaints
 - 5. Equal Employment Opportunity complaints (see the YAM or DOM)
 - 6. Appointment appeals
 - 7. Withholds from certification (background investigations)
- A. As used in this procedure, the term "immediate supervisor" means the individual, identified by the Appointing Authority, who assigns, reviews and directs the work of an employee.
- B. As used in this procedure, the term "party" means CCPOA, an employee or the State.

- C. A "CCPOA representative" refers to an employee designated as a CCPOA steward or a paid staff representative.
- D. Grievances shall be filed on a mutually negotiated grievance form provided by the State, and made readily accessible at each and every institution, facility, camp and parole office.

6.03 Time Limits

- A. Each party involved in a formal written grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.
- B. If there has been no mutually agreed-upon time extension, failure to respond to the grievance within the specified time frames shall allow the grievant to file a grievance at the next level. If this occurs, the higher level must respond to the grievance and may not return it to a lower level.
- C. Where mass grievances are filed or arguably frivolous/redundant grievance activity is occurring, the State or CCPOA may temporarily freeze all grievance time frames and processing for those grievances alleged to be in this category. If the State is to invoke this section, the State shall contact CCPOA headquarters, prior to the freezing of the grievances, to arrange a meeting between the local CCPOA Chapter, CCPOA headquarters staff, institutional management staff, and departmental Labor Relations staff, to meet locally on these issues and/or problems associated with the frozen grievances. This shall occur prior to the grievances being unfrozen and the time frames reinstated. Once this meeting has occurred, the State has fourteen (14) calendar days to respond to the grievances. This also applies to the Mini-Arb.

6.04 Waiver of Steps

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

6.05 Presentation

At any step of the grievance procedure, CCPOA may request that the State representative hold a grievance conference. If the State representative agrees to hold a grievance conference and a grievance conference is scheduled, the grievant and the CCPOA representative may attend without loss of compensation.

6.06 Employee Rights

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

6.07 Informal Discussion - Step 1

- A. An employee grievance initially shall be discussed with the employee's involved supervisor within twenty-one (21) calendar days of the alleged violation or after knowledge of same reasonably should have been acquired. The involved supervisor shall render an immediate response, if possible, or within seven (7) calendar days if he/she requires further research.
- B. If it is clear that the supervisor does not have the authority to grant the grievance, he/she must so state this fact to the grievant immediately on the appropriate worksheet. (See Appendix Item #1)
- C. The involved supervisor's resolution of the grievance at Step 1 shall be non-precedential.

6.08 Formal Appeal - Step 2

- A. If a grievance is not resolved at Step 1 to the satisfaction of the grievant, a formal grievance may be filed no later than within seven (7) calendar days of the decision at Step 1.
- B. However, if a CCPOA grievance is not initiated at Step 1, the grievance must be filed within twenty-one (21) calendar days after the event or circumstances occasioning the grievance, or within twenty-one (21) calendar days of the alleged violation or after knowledge of same reasonably should have been acquired.
- C. A formal grievance shall be initiated in writing on the mutually negotiated grievance form provided by the State, and shall be filed with the Appointing Authority or designee. Upon filing of the written grievance, the institution or parole region shall assign the grievance a number in accordance with Appendix Item #2.
- D. If the grievance is not in the scope of authority of the Appointing Authority or designee to grant, the grievant's CCPOA Job Steward may file the grievance directly at Step 3 of the grievance process, unless the grievance alleges a violation of an MOU section which may be appealed to "mini-arb" pursuant to Section 6.13. These grievances may not be filed directly at the third level under any circumstances.

- E. Prior to formally responding to the grievance, there shall be a grievance conference between the grievant (if not CCPOA), CCPOA and the Appointing Authority or designee, subject to the provisions of Sections 6.03 and 6.04.
- F. Within twenty-one (21) calendar days after receipt of the formal written grievance, the Appointing Authority or designee shall respond in writing to the grievance as the first level of response. Decisions at this level are considered non-precedential.
- G. Regardless of who files the grievance, a copy of the grievance and the response shall be mailed by the Appointing Authority or designee to the appropriate office of CCPOA and a copy hand delivered or mailed to the work address of the local CCPOA representative. The postmark date shall determine the date of the response.
- H. This shall be the final level of review for any grievance involving the contents of a Letter of Instruction (LOI) or Work Improvement Discussion (WID), the contents of a performance appraisal, an alleged POBR violation, and all Health and Safety grievances.

6.09 Formal Appeal - Step 3

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the decision may be further appealed as follows:
 - 1. If the grievance alleges a violation of a section of the MOU listed under Section 6.13, the grievance may be appealed to "mini-arb" under the rules and procedures specified in Section 6.13. This "mini-arb" shall be the only and final level of review for all such grievances.
 - 2. If the grievance alleges a violation of any other section of the MOU which may be appealed beyond the second level, the grievance may be appealed to the CDC/CYA/DMH Department Director or Designee as follows:
 - a. Within twenty-one (21) calendar days of the receipt of the second level response, the grievant or CCPOA may appeal the decision to the Director of the Department or designee.
 - b. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated as third level of appeal shall respond in writing to the grievance, subject to the provisions of Sections 6.03 and 6.04.
- b. This shall be the final level of review for all "policy" grievances in that they do not involve the interpretation, application or enforcement of the provisions of this MOU.
- c. 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.

6.10 Formal Appeal - Step 4

- A. If the grievant is not satisfied with the decision rendered at Step 3, the grievant may appeal the decision within twenty-one (21) calendar days after receipt of the decision as follows:
1. 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, 9.01, 9.03, 9.05 B., 9.06, 9.09, 10.02 (except D.), 10.08, 10.09, 11.02, 11.03, 11.05, 11.07, 12.04 (except G.), 12.06, 14.05, 16.02, 16.04, 16.06, 16.08, 17.03, 17.06, 17.09, 17.10, 17.11 (except F.), 17.13, 17.14, 18.01, 18.02, 18.03, 19.01, 19.02, 19.03, 19.07, 20.01, 20.02, 21.01, 21.02, 21.03, 21.05, 21.06, 21.08, 21.09, 22.01, 22.02, 22.03, 24.01, 24.03, 24.04, 24.05, 24.08, 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 Department of Personnel Administration, or designee, within twenty-one (21) calendar days of the third level response. The arbitration shall be conducted in accordance with Section 6.11 of this Article.
 2. 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, 3.01, 4.01, 4.02, 4.03, 5.01, 5.02, all Sections in Article VI, 7.02, 8.01, 8.02, 8.05, 8.06, 9.04, 9.08, 9.10, 9.12, 9.14, 9.15, 10.06, 10.10, 10.11, 10.12, 10.13, 10.14, 10.17, 11.09, 11.12, 12.01, 12.02, 12.03, 13.01, 13.02, 13.03, 14.01, 14.03, 14.04, all Sections in Article XV (except 15.01 [2nd paragraph], 15.03, 15.04 and 15.12(I)), 16.03, 17.02, 17.12, (18.04 See Appendix #15), 21.07, 26.01 (except K.), 27.01, 27.02, 27.03, the grievance must be appealed to the Director of the Department of Personnel Administration, or designee within twenty-one (21) calendar days after receipt of the decision at the third level. Within twenty-one (21) calendar days after receipt of the appealed grievance, the Director of the Department of Personnel Administration or designee shall respond in writing to the grievance, subject to the provisions of Sections 6.03 and 6.04.
- A. DPA and CCPOA representatives agree to hold quarterly grievance settlement meetings to facilitate the resolution of specific grievances received at the fourth level.

6.11 Arbitration

- A. Only grievances which involve the interpretation, application or enforcement of the provisions of this MOU may be appealed to binding arbitration.
- B. Pursuant to subparagraph A. above, if CCPOA is not satisfied with the decision rendered in Step 3 or in Step 4, only CCPOA may appeal the decision to binding arbitration. Such appeal shall be made by written demand within twenty-one (21) days to the Director of the Department of Personnel Administration or designee. Only grievances which exclusively allege violations of those MOU sections listed

in subsection 6.10 A.1. can be appealed to arbitration directly after the third level of response.

CCPOA shall have one hundred eighty (180) calendar days after appealing the grievance to request in writing the Department of Personnel Administration to strike for arbitrators. If the request to strike arbitrators is not made within one hundred eighty (180) calendar days, the grievance shall be considered withdrawn and CCPOA may not proceed to arbitration.

- C. Either party (the State employer or CCPOA) may waive the time limits specified herein and proceed to Step 4 in any case where either party alleges the other is proposing to take an action in violation of the provisions of this MOU, which would result in irreparable injury, in so short a period of time as to disallow the other party from proceeding within the time limits. Within seven (7) calendar days, the Director of the Department of Personnel Administration or designee shall respond. If there is no satisfactory resolution at Step 3 or 4, either party may appeal the grievance to arbitration by making written demand within fourteen (14) calendar days to the Director of the Department of Personnel Administration or designee. Only grievances pursuant to subparagraph A., above may be so appealed. The arbitrator shall have the power to: (1) order the party initiating the grievance to abide by the time limits provided in this Article; or, (2) issue an order to the party proposing the action to temporarily defer the action. In the latter case, the arbitrator shall have the power to frame a decision provided it does not add to, delete, or alter any provisions of this MOU, or any agreements supplementary thereto, but shall limit the decision to the application and interpretation of its provisions.

6.12 Selection and Authority of Arbitrator

- A. An impartial arbitrator shall be selected from a mutually agreed-upon standing panel of up to twenty (20) arbitrators pre-selected by DPA and CCPOA. Selection for a particular arbitration shall be made by alternately striking names from the list until one (1) name remains. Such remaining person shall be designated as the arbitrator. The first party to strike a name from the list shall be picked by lot. The parties agree to meet following ratification of this MOU to develop an alternative rotational system for selecting arbitrators which may be implemented by mutual agreement.
- B. If at any time there are less than three (3) mutually agreed upon arbitrators empaneled, then either party may unilaterally seek a list of five (5) arbitrators from the American Arbitration Association or the California Mediation and Conciliation Service. Selection for that given arbitration shall be made by alternately striking names from the list of five (5) until one (1) name remains. Such person shall be designated as the arbitrator. The first party to strike names from the list shall be determined by lot.
- C. The State and CCPOA will use expedited arbitration unless agreed otherwise. Expedited arbitration is defined as:

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

No post hearing briefs unless mutually agreed by the parties.

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

6.13 "Mini-Arb"

- A. Grievances exclusively alleging a violation of Sections: 5.04, 7.01, 7.03, 8.04, 9.02, 10.01 G., 10.02 D., 10.07, 10.16, 11.01, 11.04, 11.06, 11.08, 11.11, 12.05, 14.02, 14.06, 15.01 (2nd paragraph), 15.03, 15.12 I., 16.01, 16.05, 17.01, 17.04, 17.05, 17.07, 17.08, 17.11 F., 19.04, 19.05, 19.06, 21.04, 23.01, 24.02, 24.06, 24.07, of this MOU, and where the grievance has not been resolved at the first or second levels of review.

CCPOA may appeal the grievance to "mini-arb" which shall operate under the following rules:

1. The "mini-arb" shall be held at the local worksite or other mutually agreed-upon location.
2. The arbitrator may be selected either by mutual agreement or in accordance with Section 6.11 of this MOU.
2. The arbitrator shall review and decide multiple grievances at a time. The "mini-arbs" will be held at least quarterly, as necessary, or when no less than eight (8) grievances under this section are pending review.
3. Only the grievant, and his/her local CCPOA job steward and no more than two (2) management representatives may appear before the arbitrator to make an oral presentation. The arbitrator shall make his or her decision solely on the written record in the grievance, the grievance response(s), and any oral presentation made at the arbitration proceeding. The presentations shall be time-limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions.
4. The CCPOA job steward and the grievant(s) will attend the arbitration proceeding without loss of compensation.
5. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
6. The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, or any agreements supplementary thereto, but shall limit the decision to the application of the MOU to the facts and circumstances at hand.
7. The cost of the "mini-arb" shall be borne by the loser of each case. Should there be a dispute as to who "lost" the case, the arbitrator shall have the authority to apportion the costs.

8. The State and CCPOA agree that no attorneys shall be used in this "mini-arb" process. This includes anyone who has graduated from law school, except the grievant.
 - A. By mutual agreement between the Department of Personnel Administration and CCPOA, grievances involving interpretations of other sections of the MOU not listed above may be referred to this process.
 - B. It is clearly understood that grievances which list sections of the MOU in addition to those sections specified above shall not be eligible for "mini-arb." These grievances must be processed as specified in the grievance procedure to the third level and beyond, as appropriate.
 - C. The "mini-arb" shall be requested by CCPOA sending a letter to the Department of Personnel Administration within sixty (60) calendar days of the second level response.

6.14 Arbitration Costs (Except "Mini-Arb")

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

6.15 Application

- A. Beginning no later than January 2, 1998, the State and CCPOA will form a team to meet and develop the process necessary for implementing the "mini-arb" (as outlined in Section 6.13).
- B. The "mini-arb" shall be "rolled out" in phases, to be developed by the team. The initial phase of implementation will be at Mule Creek State Prison, Preston Youth Correctional Facility, Youth Training School, and California Rehabilitation Center, by March 31, 1998.
- C. Grievances subject to the "mini-arb" procedure may be processed through Step 3, Step 4, and arbitration, of the regular grievance procedure, until the "mini-arb" is instituted at the location where the grievance originated.

ARTICLE VII

HEALTH AND SAFETY

7.01 Health and Safety Committee

- A. The State shall attempt to provide a reasonably safe and healthy work environment for State employees. CCPOA agrees that it shares responsibility for this effort, as do all State employees.
- B. Recognizing this responsibility the parties agree to establish a Health and Safety Committee at each institution and where appropriate, each parole region and camp.
- C. Each Health and Safety Committee may consist of one member from each bargaining unit represented at each institution, or when appropriate, parole region

- or camp. If a safety committee already exists, CCPOA shall have one representative on that committee.
- D. Any employee designated by CCPOA as representative to the Health and Safety Committee shall suffer no loss of regular pay as a result of attendance at such meetings; however, no overtime compensation will be paid. Normally, meetings will be scheduled Monday through Friday, between the hours of 8 a.m. to 5 p.m.
 - E. Meetings of the Health and Safety Committee shall be held a minimum of once each quarter, with a goal of meeting once each month, upon receipt of written agenda items from any committee member. Agenda items shall be delivered or mailed, at least five (5) days prior to the meeting day, to the Warden/Superintendent/CDC Regional Administrator, or his/her designee.
 - F. The Warden/Superintendent/CDC Regional Administrator, or his/her designee shall serve as chairperson of the Health and Safety Committee, and be responsible for scheduling meeting dates, times, and locations.
 - G. The Health and Safety Committee shall meet, identify and discuss safety issues, make recommendations, promote safety and encourage all employees to be more safety conscious. Security is an appropriate topic of discussion if it impacts on employee safety.
 - H. It is understood that references to safety and health conditions of work are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. It is not the intent of this section to prevent full discussion of proposed remedies to any safety hazard or risk which is an ordinary characteristic of the work or is ordinarily associated with the performance of an employee's responsibilities and duties. This shall include the opportunity of either party to discuss those Health and Safety grievances which cite concerns other than a clear and present danger.
 - I. If minutes of the Safety Committee meeting are taken, a copy shall be provided to the CCPOA representative on the Committee.
 - J. The Health and Safety Committee shall, at its regularly scheduled meetings, review and make recommendations for the responses to safety grievances referred to it. Recommendations to the second level reviewers of the Health and Safety grievance procedure shall be within a reasonable period of time, but not to exceed thirty (30) days from the initial review of the Committee.
 - K. The State shall familiarize all members of the Health and Safety Committee with SB-198.

7.02 Emergency Care

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

- B. The gathering of evidence shall not take precedence over the provision of prompt medical treatment for the employee.
- C. At each facility there will be a staff person on duty at all times who is authorized to call for an ambulance where necessary for emergency medical reasons.
- D. Where procedures are not currently so established, each State facility shall establish procedures for the prompt evacuation and/or transportation of injured employees. The State agrees to work with CCPOA through local Health and Safety Committees in the development or review of contingency plans or procedures for providing emergency care, particularly in those locales where ambulance service is not readily available for the institution.
- E. Each institution, facility or camp shall maintain at least one (1) vehicle in good operating condition for the purpose of transporting injured employees if necessary.
- F. If circumstances permit, the employee's personal choice of physician or medical facility will be utilized. Employees may submit, in writing, their choice of personal physician to be utilized in the event of an injury on the job.
- G. As circumstances permit, the Chief Job Steward shall be notified when a job related injury or illness requires an employee to leave the institution for treatment.

7.03 Report of Injury

- A. At all times, supervisors of all employees must complete the appropriate "Report of Injury" form within 24 hours of being notified that a work-related accident has resulted in physical injury to any employee. The supervisor shall provide the employee with a copy of the completed Report of Injury form.
- B. Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor as soon as conditions permit.
- C. It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

7.04 Referral of Staff Assaults

- A. With the consent of the employee, the Department shall take pictures, as soon as is reasonably possible, of all visible staff injuries which are the result of a ward/inmate assault and/or battery. The photographs will be included as part of the incident file. The incident file will be maintained by the institution S&I, ISU, DDMS investigative unit.
- B. The departments shall report each staff assault to the local CCPOA Chief Job Steward.
- C. The departments shall refer all cases involving a ward/inmate assault and/or battery, as defined by existing laws, on a Bargaining Unit 6 employee to the appropriate prosecuting authority.

7.05 Safety Equipment (Institutions and Camps)

- A. The State is committed to providing Peace Officer protective and safety equipment for the personal protection of its employees, taking into consideration the various work environments and the inherent risks of various job assignments.
- B. The State shall determine the protective equipment and/or clothing to be issued, by employee class and job assignment. Protective equipment may include such items as: department-issued badges, handguns, holsters, handcuffs, handcuff cases, handcuff keys, batons, chemical agents, riot helmets, gas masks, personal alarm devices and CPR masks. For camps, it may include nomex and helmets.
- C. The Department of the Youth Authority (CYA) shall issue a personal alarm device to each CYA Correctional Peace Officer assigned to institutions. CYA shall issue chemical agents and handcuffs and handcuff keys to each member of the security staff as defined by management. Additionally, the Department of the Youth Authority shall issue chemical agents and handcuffs to all Youth Correctional Counselors.
- D. The departments shall issue handcuffs and handcuff keys to those on-duty Peace Officers in designated positions requiring regular and frequent inmate contact and control responsibilities. As an alternative, the handcuffs shall at least be available in close proximity.
- E. All ammunition issued to employees shall be in appropriate ammunition pouches for purposes of access and safety.
- F. The CDC shall continue providing personal alarm device systems for various employees.
- G. Side-Handle Batons:

1. Department of Corrections

- a. Each CDC Correctional Officer shall receive two (2) hours annual training in the use and certification of a side-handle baton, as well as two (2) hours annual proficiency training, except for those assigned to Camps, Community Correctional Facilities, and Parole Regions.
- b. The description, use, training, reporting requirements and authorization relating to batons shall comply with the provisions specified in the Department Operations Manual, beginning with Section 55050.18.1, and Administrative Bulletin 89/01.
- c. In all Level II, III and IV male facilities, the side-handle baton is authorized for routine issue to Correctional Officers assigned to Administrative Segregation Units, Security Housing Units, Special Emergency Response Teams (SERT), Security Squads, Transportation Teams, Search and Escort positions, Escape Pursuit Details, inmate living units (floor), yards, vocational/educational areas, Industries, Culinarities, Condemned Units, the correctional division at Patton State Hospital and any additional position deemed necessary by the warden. Each warden shall also designate secure areas for the location of batons for emergency response.
- d. In female facilities, the side-handle baton is authorized for routine use by Correctional Officers assigned to Administrative Segregation Units, Security Housing Units, Special Emergency Response Teams (SERT), Security Squads,

Transportation Teams, Escape Pursuit Details, Condemned Units and any additional position deemed necessary by the warden. Each warden shall also designate secure areas for the location of batons for emergency response.

1. Department of the Youth Authority

- a. The Department of the Youth Authority shall provide training in the use and certification of a side-handle baton, as well as annual re-certification training, for each uniformed Peace Officer assigned to a post designated for a side-handle baton.
- b. The Department of the Youth Authority shall issue a side-handle baton to all Youth Correctional Officers at the following adult institutions: N.A. Chaderjian, Youth Training School, and Central Security at NCYCC. Additionally, side-handle batons shall be issued to those employees working the following positions:

1. At maximum security living units.
2. To search and escort transportation positions.
3. To members of tactical teams (TACT) when carrying out those duties of the team.

A. CDC shall continue to install its new 800 MHz system in all institutions.

B. Protective Vests

1. Individually fitted protective vests shall be issued to all employees working in any lock-up unit (such as, but not limited to SHUs, Administrative Segregation Units, Tamarack, Taft, Inyo, ten bed lockdown at Karl Holton, O & R Companies, Cambria Unit, and N.A. Chaderjian).
2. As additional protective vests become available, they shall be offered to employees working in Level IV facilities first, then Level III, then Level II, then Level I.
3. Each employee issued a vest shall also be issued two (2) covers.
4. Protective vests need not be issued to Correctional Peace Officers whose duties do not normally require inmate contact.
5. If an employee is issued a protective vest, the employee shall be required to wear the vest while on duty. Failure to wear the vest on duty under the prescribed conditions may result in adverse action against the employee.
6. As the present protective vests are replaced, the State shall replace them with individually fitted protective vests that are lighter and at least as

flexible as the present protective vests, and which will meet all the present standards.

- A. When the protective equipment is issued, the Peace Officer shall properly wear and maintain the equipment according to the State's policies and procedures. All Peace Officer protective equipment provided to employees shall remain the property of the State. Items lost or damaged due to negligence of the employee shall be replaced by the employee at the employee's expense. Items which through normal wear and/or damage not due to the negligence of the employee, shall be replaced by the State.
- B. Each Youth Correctional Counselor on post and actively supervising wards shall remain in visual, telephonic or radio contact with one other Correctional Peace Officer. Both parties agree that program areas covered by frequency modulated or ultrasonic personal alarm devices are exempt from the requirement unless local policy mandates otherwise. Existing policy at local facilities concerning Youth Correctional Counselor security equipment and ward supervision will remain intact.

7.06 Safety Equipment (Escapes and Escorts)

- A. The State shall determine the protective and safety equipment to be issued to employees who are assigned to escape duty or escort/transportation duty. This equipment may include firearms, mechanical restraints, chemical restraints, communication devices, badges, distinguishable clothing, CPR masks, protective vests, and other equipment deemed necessary by the departments.
- B. CYA Transportation Officers and Dog Handlers shall also be issued firearms.
- C. Transportation Officers escorting on out-of-state trips, and not in uniform, may purchase and use a belt badge during such trips.
- D. CDC and CYA vehicles dedicated for transportation of inmates/wards shall contain a radio or cellular telephone capable of communicating with the California Highway Patrol.

7.07 CDC and CYA Infectious Diseases Control Plan

Please refer to Appendix Item #13.

ARTICLE VIII

TRAINING AND CAREER DEVELOPMENT

8.01 Out-Service Training (For training not mandated by CPOST)

A. The State employer agrees to reimburse employees for expenses incurred as a result of satisfactorily completing out-service training/education courses required and approved by the Department, but not mandated by CPOST. Such reimbursement shall be limited to:

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

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

- A. If the State agrees with an employee's participation in non-required, career-related out-service training, the State employer shall reimburse the employee for up to fifty percent (50%) of tuition and course-required books, within institution/facility/region budgetary limitations. This reimbursement shall be made only after the employee has satisfactorily completed the training. Travel, per diem and miscellaneous expenses are not reimbursable. Normally, attendance will be on the employee's own time.
- B. An employee who does not satisfactorily complete a training course as in A. or B. above, shall not be eligible for reimbursement for expenses and shall agree to return any advance payment received.
- C. An employee or his/her estate shall receive reimbursement for authorized expenses if the training is terminated prior to completion either:
1. At the convenience of the State, provided that the employee has satisfactorily participated during the training; or,
 2. Because of death, prolonged illness, disability or other similar eventuality beyond the control of the employee.

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

8.02 Release Time for State Civil Service Examinations and Interviews

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

The employee participating in a State Civil Service Examination shall be allowed no more than four (4) hours of official business time for travel. If he/she requires

additional travel time, the employee will be allowed to use a reasonable amount of either accrued vacation credits, CTO, PLP credits, or holiday time.

- B. Upon giving reasonable advance notice, but no less than two (2) days the State shall accommodate a shift change request from an employee who is scheduled to work first watch on the day of the examination, or from an employee who is scheduled to work third watch the day before the examination and the examination is scheduled to begin earlier than 10 a.m.
- C. Employment interviews for eligibles on employment lists shall be considered part of the examination process for purposes of this section; and shall also be entitled to the travel time provisions in paragraph A. above.
- D. Upon giving reasonable advance notice, but no less than two (2) days, the State shall allow the employee to burn a reasonable amount of either accrued vacation credits, CTO, PLP credits, or holiday credits to attend interviews for lateral transfers.

8.03 Commission on Correctional Peace Officers Standards and Training (CPOST), a Joint Apprenticeship and Training Committee

A. Purpose and Policy

The parties hereto declare their joint purpose and policy to continue an organized, planned system of apprenticeship, conducted as a joint labor and management departmental undertaking. These standards have, therefore, been adopted and agreed upon under the Shelley-Maloney Apprenticeship Labor Standards Act of 1939, as amended, to govern the employment and training of apprentices in the trade defined herein.

Effective January 1, 1995, the Legislature passed, and the Governor signed, Senate Bill No. 1902, to establish the Commission on Correctional Peace Officers' Standards and Training (hereafter referred to as "CPOST"). This Act amended Penal Code Sections 13600 and 13601, in order to consolidate the researching, establishment and monitoring of standards for the selection and training of correctional Peace Officers, both apprentices and journeypersons. The parties recognize that these legislative amendments effectively renamed the Department of Corrections - Department of the Youth Authority Joint Apprenticeship Committee as the CPOST; and gave CPOST the authority to create its own operating rules and regulations.

B. Trades

Correctional Officer Dot: 372.667 018

Correctional Counselor 045.107 03J

Parole Agent, CDC 195.167 030

Parole Agent, CYA 195.167 03A

Medical Technical Assistant 079.367 010

CYA Casework Specialist 045.107 01A

Youth Correctional Counselor 045.107 010

Youth Correctional Officer 195.164 010

Correctional Firefighter 373.364 010

C. Definition of an Apprentice

An apprentice is a person at least 21 years of age, who is engaged in learning a designated trade of Correctional Peace Officer and who has entered into a written Apprentice Agreement under the provisions of these standards.

D. Apprentice Agreement and CPOST Rules and Regulations

1. Each apprentice shall be furnished a copy of, or be given an opportunity to study the CPOST rules and regulations/standards before indenture. These rules and regulations/standards shall be considered a part of the Apprentice Agreement as though expressly written therein.
2. Each apprentice shall be furnished a copy of the fully-signed Apprenticeship Agreement.

A. Duties of an Apprentice

Each apprentice shall satisfactorily perform all work and learning assignments both on-the-job and in "related and supplemental" instruction and shall comply with the rules, regulations and decisions of the CPOST, the Local Apprenticeship Subcommittee (hereafter "LAS") and the employer.

B. Ratio

1. The Department may employ one apprentice when at least one Correctional Peace Officer is regularly employed, and one additional apprentice for each three (3) additional Correctional Peace Officers. All exceptions to this Article must be authorized by the CPOST.
2. The ratio stated above is subject to change by vote of CPOST.

A. Work Training

The Department shall see that all apprentices are under the supervision of a qualified Correctional Peace Officer or instructor and shall provide the necessary

diversified experience and training in order to train and develop the apprentice into a skilled Correctional Peace Officer, proficient in all the work processes of the Correctional Peace Officer as outlined herein. Apprentices shall also be trained in the use of new equipment, materials and processes as they come into use in the occupation.

B. Controversies

All controversies or differences concerning the apprenticeship program, which cannot be adjusted by the Local Apprenticeship Subcommittee or by the CPOST, or which are not covered by the Memorandum of Understanding, may be submitted to the Administrator (the Chief of the Division of Apprenticeship Standards) for determination. Such controversies or differences must generally be presented to the LAS first. If issues still remain unresolved, they may be appealed to the statewide CPOST. The particulars of the CPOST appeal procedures are found in its own Rules and Regulations. Certain unresolved issues may be then submitted to the Administrator (the Chief of the Division of Apprenticeship Standards) for determination. (See the Rules and Regulations of the California Apprenticeship Council.)

C. The Department agrees that all apprenticeship training forms will be printed on NCR paper, a copy to be given to IST and one to be retained by the employee.

D. Probationary Period:

The probationary period for each (R06), peace officer classification shall be twelve (12) calendar months or 1800 hours actual on-the-job experience in the classification, whichever is longer. This section is conditioned upon approval by the State Personnel Board.

8.04 Research Projects

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

8.05 Field Training Officer Reopener

A. CYA and CCPOA shall form a labor/management committee to develop a proposed pilot Field Training Officer (FTO) program for Youth Correctional Counselors and Youth Correctional Officers by April 2, 1998.

- B. CDC and CCPOA shall form a labor/management committee to develop a proposed pilot FTO program for Correctional Officers by April 2, 1998.
- C. The Labor/Management Committees will address all aspects of the proposed pilot project, including but not limited to the selection/examination criteria for the FTO; the qualifying experience of the applicants to be an FTO; the rotation of apprentices through the FTO's designated area, or rotation of the FTO to the apprentice's work area; and whether designation of the FTO as a lead person would be feasible, as well as any proposed incentives.
- D. Any proposed pilot FTO program will be reviewed and approved by the CPOST. If major money issues arise, those issues must be brought to the main table for subsequent negotiations. The proposal shall work within the parameters of the MOU.

8.06 Class B Driver's License

When the Departments of the Youth Authority, Mental Health, or Corrections determine that an employee needs to obtain a Class B vehicle license, the departments shall provide the required certification and medical examination. Employees requiring a Class B vehicle license will incur no out-of-pocket expenses to obtain the license. If the Department cannot provide the medical examination, the State shall reimburse the employee for any deductible or fee that the employee may be charged by the physician for conducting the examination, provided the employee has prior approval by the Appointing Authority or designee to have a non-departmental physician conduct the exam. The Department shall provide the appropriate vehicle for the Class B examination.

GENERAL PERSONNEL

9.01 Probation and Annual Performance Reports

- A. While in the process of completing the annual performance report or the final probationary report, each employee's supervisor shall personally meet with each employee to review the report, any notes, documents, and audits in the file pertaining to the report.
- B. An annual performance report shall only cover the immediate twelve months prior to the issuance of the report.

- C. At the time an employee signs his/her probationary or annual performance report, a copy will be provided to the employee.

9.02 Supervisory File

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

9.03 Location of, and Employee Access to, Files

- A. There shall be only one official personnel file and one supervisory work file regarding each employee. An employee will have access to his/her personnel file, supervisory file, medical file, and training or IST file. Access to investigative files shall be pursuant to the "Bodiford" decision.
- B. An employee may request an inspection of his/her official personnel file, by the employee or the employee's representative, at the employee's work location. The departments will endeavor to schedule such file reviews in conjunction with other business travel proximal to the employee's work location. For those personnel files maintained at a central location not in close proximity to the employee's worksite, the employee shall be provided a copy of the information contained in his/her file upon request. The CCPOA may, upon request of the employee, send a representative to monitor the reproduction of the material.
- C. Upon request, each employee shall be informed of the existence and location of any and all files, including electronic files pertaining to files in Section A. above, regarding said employee, and the employee or his/her representative shall have a right to inspect these files during regular office hours, unless deemed confidential.
- D. The Department shall follow the guidelines established by the Public Information Act to insure the privacy of the employee is not violated.
- E. Each employee's personnel file, supervisory file, and medical file, shall contain an inspection log. Any person reviewing the file shall sign and date the log, unless excluded by law.
- F. The departments shall make best efforts to identify existing employee files and to notice CCPOA of what files exist and where.

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

Unless released pursuant to court order or subpoena, information in the employee's official personnel, training/IST, medical, citizens complaint and/or supervisory files is

confidential, and will be available for inspection only to the employee, his designee, the department head, or his/her designee in connection with the proper administration of the department's affairs and/or supervision of the employee, and the employee shall be immediately informed of the service of a subpoena requesting release of information from his/her file, or of a court order effecting the same.

9.05 Letters of Instruction/Work Improvement Discussions

- A. Letters of Instruction (LOIs) or Work Improvement Discussions (WIDs) shall contain a specified expiration date, not to exceed one year, upon which the employee may request the removal of the LOI or WID. Upon request to the Appointing Authority or his/her designee, the LOI or WID shall be removed and given to the employee unless he/she requests that it be destroyed.
- B. LOIs/WIDs shall be written in a timely fashion, generally within thirty (30) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI or WID. Unless special circumstances exist, LOIs or WIDs should not be written if the knowledge of the incident is more than thirty (30) days old.
- C. In cases where departmental staff are investigating an employee in a situation in which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be written in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.
- D. LOIs or WIDs shall not be cited as charges in any adverse action. They may be used as supporting evidence by the State in a later disciplinary case, if the expiration date has not yet occurred, in order to show that the State has followed progressive discipline.
- E. This provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Report of Counseling, Letters of Contact, or Expectations of Work Performance memos. Such "minor" corrective memos are to be placed in the employee's supervisory file, but not in the employee's personnel file.

9.06 Adverse Action and Citizen Complaint Documents

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

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

9.07 Out-of-Classification Assignments

- A. Notwithstanding Government Code Sections 905.2, 19818.8, 19823, an employee may be required to perform work other than that described in the specification for his/her classification for up to one hundred and twenty (120) consecutive calendar days during a fiscal year.
- B. Out-of-Class When Required

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

- C. Should any employee file suit against CCPOA seeking to declare this provision illegal, the State shall indemnify for any costs incurred in defending itself.
- D. The State shall not rotate employees in and out of out-of-class assignments for the purpose of avoiding payment of an out-of-class differential.
- E. It is not the State's intent to select employees for out-of-class assignments based on favoritism.
- F. If any dispute arises about this out-of-class section (Subsections A. through G.) an employee may file a grievance and the decision reached at Step 4 (DPA) of the grievance procedure shall be the final step to the administrative remedies, and considered an exhaustion of administrative remedies for purposes of establishing court jurisdiction.
- G. It is not the intent of either party to circumvent any certified hiring or promotional list, or the Merit System in general. Furthermore, whenever possible, the Appointing Authority shall choose employees for out-of-class appointments from the current hiring list for the particular job classification for which the employee is to be hired on an acting basis. If there is no appropriate current hiring list at the local facility or office complex, the State shall assign the out-of-class duty only to

those employees who are qualified to take the examination for entry into that classification. Permanent employees who vacate positions to accept out-of-class assignments shall have a mandatory right of return to their former position and assignment, when possible, upon the conclusion of the out-of-class work.

- H. Within one year of the signing of this MOU, the parties agree to reopen this section. If there are denied grievances which are legitimate upon further review concerning the rotation of staff through out-of-class assignments, the parties will address how to incorporate this section into the "mini-arb" process.

9.08 Classification Proposals

The State agrees to notify CCPOA in advance of classification proposals the State presents to the State Personnel Board that impact employees in Unit 6. CCPOA agrees to notify the relevant department in advance of classification proposals that CCPOA presents to the State Personnel Board.

9.09 Personnel Investigations

- A. An employee who is under investigation for an action or incident which is likely to result in formal adverse action shall be normally notified, at least twenty-four hours prior to the investigative interview, simultaneously, in writing, of both the subject matter and his/her right to representation prior to any interrogation, fact-finding, investigatory interview, or shooting review board, or similarly-purposed discussion which has the potential of obtaining information which, if found to be true, could or is likely to result in formal adverse action. The employee will be given a reasonable opportunity to secure the representative of his/her choice.
- B. If an employee is called to an investigatory interview and the employee reasonably believes the subject matter of the investigation is such that the employee could possibly receive discipline, the employee, at his or her request, shall be given a reasonable opportunity to secure a representative of his/her choice.
- C. The employee will be provided with a copy of all documents and/or other investigatory material in accordance with the Public Safety Officers Procedural Bill of Rights (POBR) and any current or subsequent court decisions which impact or alter Government Code Section 3300 et seq.
- D. Whenever a ward/inmate/parolee/patient files or submits a grievance, a 602 ("Inmate Appeal"), any written complaint, or verbal complaint which is later reduced to writing by either the inmate or the State, which, if found true, could result in adverse action against the employee or contain a threat against the employee, the Department agrees to immediately notice the employee of said filing. The State agrees to provide the affected employee a copy of said document if the employee so requests. This is not intended to preclude the informal level response procedure in the current Department of Corrections Operations Manual. Upon the employee's request, a copy of the outcome of the ward/inmate/parolee/patient's complaint shall be provided, if the complaint has progressed beyond the informal stage.

- E. The State agrees that any Unit 6 member under investigation shall be granted an opportunity to view the cell extraction videotape with his/her representative prior to the related investigatory interview. Management can have a representative present at the viewing to ensure the integrity of the tape, but the management's representative shall not be so close as to intrude in a private communication.
- F. The departments acknowledge their obligation to complete all Unit 6 personnel investigations within twelve (12) months under the terms and exceptions of Government Code Sections 3304 and 3309.5 inclusive. This Subsection 9.09 F. is not arbitrable. The employee may, however, at any time utilize whatever remedies may be available under POBR.

9.10 Requests for Reinstatement After AWOL Separation

- A. An employee separated, pursuant to California Government Code Section 19996.2 (the AWOL statute), shall be afforded a *Coleman* hearing by his/her Appointing Authority within ten (10) work days after service of the notice of separation. The date of service is either the date of personal service or the date of the mailing of the notice. Neither a failure to afford a *Coleman* hearing nor the decision of the *Coleman* officer shall be subject to the grievance and arbitration procedure of the collective bargaining agreement.
- B. Requests for reinstatement after AWOL separation shall be handled solely through the grievance and arbitration procedure of the collective bargaining agreement, beginning at the third step.

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

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

9.11 Peace Officer Bill of Rights

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

9.12 CDC/CYA DOT Drug Testing

The parties agree that the CDC and CYA DOT Drug Testing Agreement shall be an addendum to this agreement.

9.13 Substance Abuse - Reasonable Suspicion Testing

The parties have met and conferred over the State's substance abuse policy set forth in DPA Rules 599.960 through 599.966 and hereby agree to the following:

A. General Policy. (Ref. DPA Rule 599.960)

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

B. Reasonable Suspicion. (Ref. DPA Rule 599.962)

1. Information from an anonymous source or from an inmate source shall not be the sole criterion for determining reasonable suspicion. Anonymous information or inmate-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 Departments of Corrections, Youth Authority, and Mental Health 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.
2. The State agrees to develop 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.
3. 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 a form to be developed by the State. 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.

A. Testing Procedures and Standards. (Ref. DPA Rule 599.963)

1. If the Appointing Authority receives DPA approval to test for the improper use of a substance not listed in the statewide policy, it will inform the employee of its intent to test for that substance prior to the actual sample analysis.
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. The following cut-off levels are currently in use by the State for testing under this provision:

Screening Test Confirmatory Test

Substance Concentration Level Concentration Level

Amphetamines 1000 nanograms 500 nanograms

per milliliter per milliliter

Methamphetamines 1000 nanograms 500 nanograms

per milliliter per milliliter

Cannabinoids 100 nanograms 15 nanograms

per milliliter per milliliter

Cocaine 300 nanograms 150 nanograms

(Benzoylcegonine) per milliliter per milliliter

Opiates 300 nanograms 300 nanograms

per milliliter per milliliter

Phencyclidine 25 nanograms 25 nanograms

(PCP) per milliliter per milliliter

Benzodiazepines 300 nanograms 300 nanograms

per milliliter per milliliter

Methaqualone 300 nanograms 750 nanograms

per milliliter per milliliter

Barbiturates 300 nanograms 200 nanograms

per milliliter per milliliter

as secobarbital

Alcohol .04% weight/ .04% weight/

volume volume

The present cut-offs shown for the first six substances are those established by the NIDA. There are no NIDA cut-offs for the remaining substances. Should the State desire to change the cut-off levels based on changes to NIDA or other standards, the State will notice CCPOA and meet to discuss the changes.

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 NIDA guidelines in establishing these procedures. (*See Appendix Item #3 for a list of NIDA Privacy Procedures for collecting urine specimens.*)
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 NIDA guidelines into consideration as well as recommendations of the laboratories selected to do the testing. The State agrees to meet with CCPOA to review the chain of custody procedures, and consider CCPOA recommendations once the laboratories have been selected. Once the chain of custody procedures have been finalized, they shall be provided to CCPOA in writing.
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 NIDA, the College of American Pathologists, or other comparable standards to accredit laboratories for forensic urine testing. Such submissions shall in no way obligate the State to select such laboratories to perform testing services.
10. The State shall use the commercial laboratories selected or otherwise approved by the Department of Personnel Administration. CCPOA shall be notified of the laboratory selected to perform the testing changes.

A. Employee Rights. (Ref. DPA Rule 599.964)

1. In addition to the rights specified in DPA 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. DPA Rules 599.960 through 599.966 and this supplement shall be mailed to current employees at the time of final implementation. These rules shall also 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 weeks at the Academy or the first week of employment at the work location, whichever is first.
3. For purposes of requiring an employee to submit to periodic testing as a condition of remaining or returning to State employment (refer to paragraph c. of State's proposed 599.960), the State agrees to develop guidelines for "return to work agreements" which specify the conditions under which an employee may remain in his or her employment. Conditions appropriate for these return to work guidelines include but are not limited to:
 - a. Periodic testing for substance abuse during the period of the return to work agreement, during which the employee must test negative at all times;
 - b. Reasonable suspicion testing for substance abuse during the return to work agreement under the terms of the general policy;
 - c. Requirement that the employee participate in a substance abuse rehabilitation program at the employee's expense;
 - d. Termination of the employee if its conditions are violated.

Placing an employee on such "Return to Work Agreement"

shall not preclude adverse action short of termination.

(See Appendix Item #6 and Sideletter #3)

1. 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 State Personnel Board (SPB) appeal process and not through the grievance arbitration sections of the MOU.
2. 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.

A. Expedited Grievance Process for Addressing Issues Related to Section 9.13.

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.

1. 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 the Department of Personnel Administration. 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 9.13. This shall not preclude an appellant who is subsequently subject to adverse action because of violation of DPA Rules 599.960 to 599.966 to raise any issues regarding procedural non-compliance with Section 9.13 or DPA Rules 599.960 to 599.966 before the SPB. It is clearly understood that Section 9.13 and DPA Rules 599.960 to 599.966 are not arbitrable, and constitutes an exhaustion of administrative remedies unless the issue is raised before the SPB in an adverse action appeal.

9.14 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.1.a.(1) through (8), 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.

A. Random Testing Process and Standards

1. 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 (1) urinalysis using an enzymatic assay screening test, with all positive screening results being confirmed using gas chromatography before a sample is considered positive or (2) breath sample 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.

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

1. Amphetamines and Methamphetamines
2. Cocaine

2. Marijuana/cannabinoids (THC)
3. Opiates (narcotics)
4. Phencyclidine (PCP)
5. Barbiturates
6. Benzodiazepines
7. Methaqualone
8. Alcohol

- a. The State will use the test cut-off levels established in Section 9.13 C.3. for identifying positive test samples.

1. 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 SAMSHA chain of custody procedures to ensure that true samples are obtained.

2. The State shall use SAMSHA 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.
3. Substance tests shall be performed by a SAMSHA approved laboratory.
4. The State will use the Health Evaluation and Information system for Drug abuse in Industry (HEIDI) computer software to randomly select employees for testing. Approximately fifty percent (50%) of the Bargaining Unit 6 employees will be selected for drug and alcohol testing annually.

A. 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 Section D.
2. 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.
3. The employee shall receive a full copy of any test results and related documentation of the testing process.
4. All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one 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 sample may be retested by that laboratory or another laboratory of the employee's choice.

A. Medical Review Officer

1. The State shall designate one or more Medical Review Officers, who shall be licensed physicians, to receive test results from the laboratory. Upon receiving results, the Medical Review Officer shall:
 - a. Review the results and determine if the standards and procedures required by this Article have been followed.

- b. For positive results, interview the affected employee to determine if factors other than illegal drug use may have caused the result.
- c. Consider any assertions by the affected employee of irregularities in the sample collection and testing process.
- d. Based on the above, provide a written explanation of the test results to the Appointing Authority or his/her designee. The employee shall also receive a copy of this explanation.

A. Records, Confidentiality

- 1. The State shall maintain records of the results of any employee testing under this Article. These records, and any other information pertaining to an employee's drug or alcohol test, shall be considered confidential and shall be released only to:
 - a. The employee who was tested or other individuals designated in writing by that employee.
 - b. The Appointing Authority's Medical Review Officer.
- b. The State Department of Personnel Administration, as needed, for the effective administration of the Article.
- c. Individuals who need the records or information to:
 - 1. Properly supervise or assign the employee.
 - 2. Determine, or assist in determining, what action the Appointing Authority should take in response to the test results.
 - 3. Respond to appeals or litigation arising from the drug test or related actions.

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

9.15 Disciplinary Process

- A. No State official or employee shall impose or threaten to impose reprisals on employees, discriminate or threaten to discriminate against employees, or otherwise interfere or threaten to interfere with employees, restrain or threaten to restrain employees, or coerce or threaten to coerce employees because of their exercise of their appeal rights to the SPB or its authorized representative or for appearing as a witness before the SPB or its authorized representative.
- B. Upon request from CCPOA legal staff, the State will allow the CCPOA Chapter President or Job Steward a reasonable amount of State time to be released from his/her assignment to attend an SPB hearing to assist CCPOA legal staff on technical issues when the hearing is held at the institution.

ARTICLE X

LEAVES

10.01 Vacation Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying months, employees covered by this section shall receive a one-time vacation credit of 48 hours. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:
- 7 months to 3 years 8 hours per month
 - 37 months to 10 years 11 hours per month
 - 121 months to 15 years 13 hours per month
 - 181 months to 20 years 14 hours per month
 - 241 months and over 15 hours per month
- B. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted towards vacation leave accrual purposes set forth under Item A. above.
- C. Employees who work less than full-time shall receive vacation leave credit in accordance with the vacation leave accrual schedule in Item A. above, when total accumulated employment equals one (1) month of full-time employment.
- D. Employees who work on an intermittent basis shall receive vacation leave credits in accordance with the vacation leave accrual schedule in Item A. above, on the basis of one hundred and sixty (160) hours of paid employment equals one month of full-time employment. Any hours worked over one hundred and sixty (160) hours in a monthly pay period shall not be counted toward vacation leave accrual. On the first day of the monthly pay period following completion of the initial six qualifying pay periods, an intermittent employee shall receive a one-time vacation credit of forty-eight (48) hours. Thereafter, intermittent employees shall receive vacation credit in accordance with the schedule in Item A. above on the first day of the monthly pay period following completion of each qualifying pay period. The hours of paid employment in excess of one hundred and sixty (160) hours in a monthly pay period shall not be counted or accumulated.
1. In CDC, a PIE shall be allowed to utilize up to two (2) 40-hour weeks of paid vacation each year. Alternatively, PIEs may request up to two (2) 40-hour weeks of unpaid time off. Once a vacation period or unpaid time off has been granted, it shall not be canceled by management, except in emergencies.

2. Vacation/unpaid time off requests will be submitted to the Personnel Assignment Lieutenant (and administered) using the PIE's Academy hire date until the implementation of the seniority calculations under Section 12.01. At that time, vacation/unpaid time off requests will be made in the same manner as requests made by permanent full-time staff. Although PIEs will not use the authorized positions in the vacation relief pool, the institution will establish a vacation schedule that will allow up to 1/26 of the total number of PIEs at the institution to be on vacation or unpaid time off in any given two-week vacation period.
 - a. When it is determined that there is a lack of work, a department head or designee may:
 1. Schedule the intermittent employee for vacation leave; or
 2. Allow the intermittent employee to retain his/her vacation credits; or
 3. Effect a combination of (1), or (2) above.
- A. If an employee does not use all of the vacation leave credit that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of four hundred (400) hours. A department head or designee may permit an employee to carry over more than four hundred (400) hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee:
 1. Was required to work as a result of fire, flood or other extensive emergency;
 2. Was assigned work of a priority or critical nature over an extended period of time;
 3. Was absent on full salary for compensable injury; or,
 4. Was prevented by Department regulations from taking vacation until December 31 because of sick leave.
- A. Upon termination from State employment, the employee shall be paid for unused vacation credits for all accrued vacation time.
- B. The time when vacation is to be taken shall be determined by the department head or designee. When two or more employees request the same vacation time and the department head or designee cannot grant the request to all employees requesting it, approval shall be granted in order of seniority.
- C. If an employee desires to cancel a pre-scheduled vacation time, the employee:
 1. Shall notify the supervisor, in writing, no less than thirty (30) calendar days in advance of the scheduled vacation time;
 2. May not carry over excess vacation time which may accrue as a result of the cancellation; and,
2. If assigned to a community-based facility, institution or camp, may not cancel the scheduled vacation time if more than one-quarter (1/4) of those scheduled for a vacation during the same pay period have been approved for cancellations, unless

specifically approved by facility/institution management. Failure to notify the supervisor in writing in 1. above shall result in the employee being forced to use the scheduled vacation time, and the loss of any rights to request and be scheduled for subsequent vacation time during the calendar year based on seniority.

3. Vacation/Work Week:

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

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

1. Notifies the employer at the time he/she is told of the vacation/CTO leave cancellation that economic loss will result;
2. Makes all reasonable attempts to recover his/her expenses; and,
3. Provides the employer documentation of the economic loss.

10.02 Sick Leave

A. Sick Leave Accrual

1. **Full-Time Employees:** Employees shall receive eight (8) hours of sick leave credit on the first day of the monthly pay period following completion of a qualifying pay period (eleven [11] or more work days of service in a monthly pay period). The provisions of this paragraph (10.02 A.1.) do not apply to full-time 7k exempt Firefighters identified in Section 17.02.
2. **Part-Time Employees:** Part-time employee(s) shall earn, on a pro rata basis, the fractional part of eight (8) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying pay period (eleven [11] or more work days of service at their time base).
3. **Permanent Intermittent Employees:** Employees shall receive eight (8) hours of sick leave credit on the first day of the monthly pay period following completion of each qualifying pay period. The hours of paid employment in excess of one hundred and sixty (160) hours in a monthly pay period shall not be counted or accumulated. An Intermittent Employee shall only be permitted to use sick leave credits for approved sick leave which occurs during periods when they are pre-scheduled to work.
4. **Multiple Positions (Under This Rule):**

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

A. Sick Leave Use

1. Approved sick leave means the necessary absence from duty of an employee because of:
 - a. Illness or injury.
 - b. Illness or complications due to a pregnancy which prevent an employee from working.
 - c. Exposure to a contagious disease which is determined by a physician to require absence from work.
 - d. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 - e. Required attendance upon the employee's ill or injured mother, mother-in-law, father, father-in-law, wife, husband, daughter, son, sister, brother, or any person residing in the immediate household. Such absence shall be limited by the department head or designee to the time reasonably required for such care.
1. The employee is responsible to give the Department reasonable advance notice for the reasons cited in B.1. Employees are strongly urged to give at least two (2) hours advance notice prior to the start of the employee's duty shift, but under normal circumstances, reasonable advance notice will be considered one (1) hour. Should the employee be sick the night before his/her shift, and is reasonably certain he/she will not be able to go to work the following day, said employee must call in sick at the earliest possible time. The employee will personally contact the designated supervisor at the institution, camp, facility, or parole region to request sick leave usage.
2. The department head or designee shall approve use of sick leave credits only after having ascertained that the absence was for an authorized reason. If disapproved, the department head or designee must specifically state in writing the reason(s) for the disapproval.
 - a. Department of Corrections: The employee is responsible for submitting an accurate CDC 998A form to the designated supervisor on or before the third working day of

the pay period following the pay period in which the sick leave was taken. An employee who fails to submit a CDC 998A by the third (3rd) working day will be notified in writing, advising the employee that he/she has fifteen (15) calendar days to submit the approved/disapproved CDC 998A to the Personnel Office. Employees who fail to submit the CDC 998A form within the fifteen (15) days shall be docked for their absence(s) and an accounts receivable date will be established. In the case of long-term sick leave absence, the employee is responsible for submitting the CDC 998A form to the designated supervisor pursuant to the 998A Agreement (see Sideletter #4). The designated supervisor will provide the employee with a copy of the approved/disapproved CDC 998A form at the time of submission.

- b. Department of the Youth Authority: The employee is responsible for submitting an STD 634 form to the designated supervisor on the day of return to work or as soon as possible after return to work. In case of long-term sick leave absence, the employee is responsible for submitting the STD 634 form to the designated supervisor no later than the end of the pay period or as soon as possible after return to work. The designated supervisor will provide the employee with a copy of the approved/disapproved STD 634 form at the time of submission.
1. An employee will receive a pay dock for approved sick leave time if the employee had no sick leave or other credits. If the employee has insufficient accrued sick leave credits, but has other leave credits (and the employee does not have a current LOI/WID, or formal adverse action related to sick leave abuse against him/her, or has not had an "Extraordinary Use of Sick Leave" notice during the last six [6] months), the employee shall be allowed to use those credits to cover the approved sick leave time.
 2. Sick leave may be taken in thirty (30) minute increments.

A. Sick Leave Verification

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

Pre-scheduled and approved medical/dental appointments/treatments do not require medical verification.

2. In addition to medical verification requirements for employees who are on "Extraordinary Use of Sick Leave" status, medical verification may also be required, only if required in advance, in the following kinds of circumstances:

- a. An employee is unable to personally make the sick leave request to the designated supervisor.
- b. The sick leave requested falls on a date which the employee previously requested a form of leave covered by this MOU but was denied.
- c. An employee is sick for three (3) or more consecutive days.
- d. Medical verification is always required if an employee calls in sick on Thanksgiving Day, Christmas Day, or New Years Eve except for chronic illness per the Family Medical Leave Act. The employee must be seen by a licensed practitioner on the day of occurrence as defined in C.1. above.

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

- a. The date the employee or the employee's family member is examined by a licensed physician or other health care specialist/professional;
- b. The expected length of the employee's absence and his/her expected return to duty;
- c. The employee is medically able to return to work; and
- d. The list of restrictions (if any).

1. The verification shall specify the general nature of the illness/injury only in sufficient detail to allow determination that the sick leave request meets the definition of Section 10.02 B. The employee must notify his/her supervisor if they are on medication/treatment that physically or mentally impairs them. If more information is needed, the Appointing Authority or designee may request additional medical information be obtained by the employee from the physician/licensed practitioner releasing the employee to work. The employee may invoke confidentiality by advising his/her supervisors that he/she will submit the medical verification, using forms provided by the State, to the State physician/licensed practitioner.

The Appointing Authority designee will ensure the medical clearance verification is consistent with the employee's responsibility to perform all duties of his/her class. If the medical clearance verification is not

consistent with the employee's responsibility to perform all duties of his/her class, the Appointing Authority designee shall inform management of the employee's condition and duty limitations.

2. An employee shall not be requested to provide a medical verification after the fact. For example, if an employee calls in sick on the fifteenth (15th) of the month and a medical verification is not requested and then calls in sick on the sixteenth (16th) of the month and a medical verification is requested, the medical verification would be for the sixteenth (16th) only. This does not prohibit the Department from pursuing other administrative review or remedies if abuse is suspected.
3. If the supervisor requires a medical verification and the employee feels that the illness or injury is of such a personal nature that he/she wishes confidentiality, the employee may invoke confidentiality by advising the supervisor that he/she will submit the medical verification using forms provided by the State, to the designated State physician/licensed practitioner.
4. If a returning employee is required to present medical clearance verification to the Appointing Authority designee or State physician/licensed practitioner, and the returning employee has a valid medical clearance verification from his/her physician allowing said employee to return to work and, with reasonable notice by the employee or upon institution order, the employee presents him/herself for medical clearance during normal business hours, Monday through Friday, the employee shall be allowed to return to paid status, but not use leave credits. If the employee does not have valid medical clearance verification from his/her physician allowing said employee to return to work and present him/herself for medical clearance by the Appointing Authority designee during normal business hours, Monday through Friday, the employee shall either continue on sick leave status or management approved leave credits until such time as clarifying medical documentation is obtained from the physician releasing the employee to work.

All medical information provided to the State shall be considered confidential.

A. Extraordinary Use of Sick Leave

1. An employee has established a pattern of "Extraordinary Use of Sick Leave" if:
 - a. An employee has more than five (5) occasions of sick leave usage which total nine (9) or more days of sick leave use within the prior twelve-consecutive-month period.

- b. An employee has three (3) or more separate occasions of sick leave in the prior twelve-consecutive-month period in conjunction with his/her established RDOs.
 - c. An employee establishes any bona fide pattern of sick leave use during the prior twelve-consecutive-month period.
 - d. An employee attempts to use sick leave on a date which the employee previously requested a form of leave covered by this MOU but was denied.
1. The following sick leave absences shall not be counted as any part of an "Extraordinary Use of Sick Leave" determination:
 - a. Any pre-scheduled and approved medical/dental/family care appointments, including long-term medical care.
 - b. Any situation where the employee reports to work but the employer determines or concurs the employee is too sick to work.
 - c. The three (3) days of sick leave used before a worker's compensation claim becomes active.
 - d. Any absences that have an extended sick leave situation resulting from injury, major illness or pregnancy.
 - e. Any absences designated FMLA or CFRA leave.
 1. If a pattern of "Extraordinary Use of Sick Leave" has been established, the affected employee must be noticed in writing of the determination and the requirements of being placed on "Extraordinary Use of Sick Leave" status. Said notice should provide a complete listing of all the sick leave absences included in the "Extraordinary Use of Sick Leave" determination. This notice is not a letter of instruction or work improvement discussion.
 2. As long as an employee is on "Extraordinary Use of Sick Leave," he/she must provide a medical verification for every subsequent sick leave absence and the employee shall be required to personally present him/herself before the licensed physician, nurse practitioner, or other health care specialist/professional rather than simply telephonically informing the physician of his/her condition and receiving a "call-in medical verification."
 3. When an employee has been placed on the "Extraordinary Use of Sick Leave" list requiring automatic medical verification, the notice to the employee of placement on said list shall include an expiration date of no longer than six (6) months. If, during this six (6) month period, the employee has consistently adhered to management requirements of producing necessary verification of sick leave, no new notice of

"Extraordinary Use of Sick Leave" may be issued based on this period of time.

A. Sick Leave Letter of Appreciation

An employee who has no sick leave and no AWOLs/LWOPs in a twelve-consecutive-month period will receive a Letter of Appreciation for their excellence in the area of "attendance."

- B. All other State laws, rules and departmental policies regarding sick leave shall remain in effect.
- C. Denial of sick leave shall not be appealed beyond Step 4 of the grievance procedure. Disputes over placement on the "Extraordinary Use of Sick Leave" list are, however, subject to the grievance/mini-arbitration process of this MOU. The arbitrator may not rule on the adequacy or inadequacy of the medical verification provided.

10.03 Enhanced Industrial Disability Leave (EIDL)

- A. An employee who loses the ability to work for more than twenty-two (22) work days as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, patient, ward, or parolee, or must have been directly and specifically caused in the course of responding to, returning from or fighting an active fire as defined in PRC 4103, 4104, 4170, and 4170.5. EIDL granted under this section must meet the criteria of direct or indirect physical contact with a combative or resistive inmate, patient, ward or parolee. The director of a department may make a determination in special circumstances related to extraordinary hazardous duty.
- B. The EIDL benefit will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury or the date that the employee is placed on EIDL, whichever is later. EIDL eligibility and benefits may continue for no longer than one (1) year. For the purposes of this section, "net salary" is defined as the

amount of salary received after federal income tax, State income tax and the employee's retirement contribution has been deducted from the employee's gross salary.

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

- D. The final decision as to whether an employee is eligible for, or continues to be eligible for, EIDL shall rest with the Department Director or designee. The Department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
- E. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
- F. This section relating to EIDL will not be subject to the arbitration procedure of this MOU.
- G. In circumstances that deviate from paragraph A. and C., the Director may consider and grant EIDL on a case-by-case basis when he/she determines the injury was in fact job-related.
- H. A PIE who otherwise meets the EIDL criteria contained in this section of the MOU, but who has less than 1,000 hours of State service credit toward retirement will be eligible for a monthly EIDL benefit either:
 - 1. Equivalent to the average number of monthly hours worked in the previous twelve (12) months preceding the qualifying injury, or
 - 2. If the employee has not worked twelve (12) months, the equivalent to the average monthly number of hours worked in the months preceding the injury.

In no case shall the benefit be less than 84 hours.

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

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

- A. EIDL benefits may be extended beyond the one-year cap, at the Director's discretion, in those instances where the injuries are the result of being burned, shot, stabbed or hit with a deadly weapon, and where the Director finds that rehabilitation back to the job is possible if the EIDL is extended. In no event can the EIDL benefit be extended beyond three (3) years.

10.04 Disability Retirement Allowance

- A. It is hereby agreed that Government Code Section 21292.51 shall remain operative.
- B. The State and CCPOA agree to hold discussions throughout the term of this MOU regarding restructuring of the vocational rehabilitation/disability retirement program and the Worker's Compensation system for State Correctional Peace Officers and Unit 6 employees.

10.05 Peace Officer/Firefighter Retirement Plan 2.5

The State employer agrees to include coverage for all eligible employees in the Peace Officer/Firefighter 2.5 Retirement Plan pursuant to Government Code Section 21252.02. Such benefits shall be effective on July 1, 1984.

10.06 Parental Leave

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

10.07 Bereavement Leave

- A. A department head or designee shall authorize bereavement leave with pay for a permanent employee due to the death of his/her parent, step-parent, spouse, child, grandparent, brother, sister, mother-in-law, father-in-law, grandchild, foster parent, guardian, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepchild, adopted child or death of any person residing in the immediate household of the employee at the time of death. The employee shall give notice to his/her immediate supervisor as soon as possible and shall provide substantiation to support the request.
- B. Such absence for bereavement leave with pay shall be limited to not more than three (3) work days during the fiscal year. If the death of a person as enumerated above requires the employee to travel over four hundred (400) miles from his/her home, upon request, a leave with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave.
- C. Permanent full-time employees who have used their three (3) paid days of bereavement leave may on each subsequent request be authorized to use up to three (3) eight (8) hour days of sick leave, CTO, or any other earned leave credits if they suffer more than one (1) bereavement as enumerated in paragraph A. above during the fiscal year.
- D. If additional bereavement leave is necessary, the employee may use accrued vacation, compensating time off, or take an authorized leave without pay, subject to the approval of the Appointing Authority.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave pursuant to paragraphs A., B., and C. above on a pro rata basis, based on the employee's fractional time base. (See DPA Management Memo 83-7-1 for fractional time base employees.)

- F. An employee may use accrued vacation credits, holiday credits, or CTO in the case of the death of his/her aunt, uncle, foster sibling, spouse's grandparent or any near relative who raised the employee.
- G. Intermittent employees may only be granted bereavement leave if pre-scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on that day(s).

10.08 Unpaid Leaves of Absence

- A. The Appointing Authority or designee may grant an unpaid leave of absence for a period not to exceed one (1) year to an employee having permanent civil service status. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. An unpaid leave of absence may be granted for, but is not limited to, the following reasons:
 - 1. CCPOA approved union activity;
 - 2. Temporary incapacity due to illness, injury, or participation in an EAP program when the employee is unable to perform his/her duties;
 - 2. Loan to another governmental agency for performance of a specific assignment;
 - 3. Seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 - 4. Education; or
 - 5. Research project.
- A. Except as provided in B. above, an unpaid leave of absence shall not be granted to an employee who:
 - 1. Is accepting some other position in State employment;
 - 2. Is leaving State employment to enter outside employment; or
 - 3. Does not intend, nor can reasonably be expected, to return to State employment before the expiration of the unpaid leave of absence.
- A. A leave of absence shall be terminated by the department head or designee:
 - 1. At the expiration of the leave; or
 - 2. Prior to the expiration date with written notice to the employee at least twenty-one (21) calendar days prior to the effective date of the revocation.

An unpaid leave of absence may be terminated or extended by the employee with the approval of the department head or designee. Except in emergencies or layoff situations, an unpaid leave of absence for union activity shall not be terminated by the department head or designee prior to the expiration date.

- A. An unpaid leave of absence, so granted, shall assure the employee the right to his/her former position upon termination of the leave. For purposes of this section, "former position" is defined in Government Code Section 18522.
- B. An employee who is granted an unpaid leave of absence for union activity shall continue to accrue seniority solely for the purpose of watch assignment, vacation scheduling and overtime scheduling.

10.09 Jury Duty

- A. An employee who is called to serve as a juror on a day he/she is scheduled to work shall be entitled to jury duty leave with pay. Jury duty leave shall not be authorized unless supported by written documentation (such documentation as jury summons and/or letter of request to serve).
- B. An employee who is called to serve as a juror must notify the watch office as soon as possible after receiving notification, but no less than three (3) work days prior notice. With the exception of Firefighters, once the watch office is notified an employee is scheduled for jury duty, that employee will be placed on second watch, with Saturday and Sunday as Regular Days Off (RDOs). If the employee is currently on second watch, his/her RDOs will be changed to Saturday/Sunday.
- C. The employee is responsible for notifying the watch office on a daily basis whether or not he/she will be available for work on the following day. Except for Firefighters, if the employee is not scheduled for actual jury duty on a particular day, the employee will be assigned second watch duties. For 7k exempt Firefighters who work 24 hour shifts, the time served on jury duty on a scheduled work day shall be counted as time worked. Upon completion of jury duty for the day, the Firefighter shall report to work for the remainder of the shift.
- D. For the purpose of this section, an employee summoned to jury duty who does not serve for a full day or who is placed on "on-call" status shall return to work to complete his/her eight-hour work day if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the work day and if the employee's supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.
- E. Jury fees received for services shall be turned over to the State. Allowances paid by the court or county for lodging, meals and mileage may be retained by the employee.
- F. As it relates to jury duty fees only, an employee is not required to remit jury fees if he/she is previously scheduled to be off or voluntarily elects to use accrued vacation time or compensating time off.
- G. An employee may be allowed time off without loss of compensation if approved by the Appointing Authority or designee for voluntary jury duty such as grand jury. If approved by the Appointing Authority or designee, paragraphs A. through F. would apply.
- H. An intermittent employee shall only be granted jury duty leave if the employee is pre-scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work. If payment is made for such

time off, the employee is required to remit to the State the fee(s) received. An intermittent employee shall not be removed from pre-scheduled work hours because he/she is on jury duty.

10.10 Court Appearances

- A. An employee may be subpoenaed, or required by management, to make a court appearance for a matter related to departmental business. Said time shall be considered Official Business Time. If the employee works the graveyard or swing shift, he/she shall be temporarily assigned work hours to cover the time scheduled for court appearances.
- B. For the purpose of this section, an employee subpoenaed or required by management, to appear in court who does not serve for a full day, or who is placed on "on-call" status, shall return to work to complete his/her eight (8) hour workday if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the workday, and if the employee's supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.
- C. For the purpose of pay, time in court or awaiting court appearance related to departmental business, shall be considered as work time and thus compensable.
- D. An employee using a personal vehicle to travel to court shall be entitled to mileage in accordance with the provisions of the Business and Travel Expense Provision of this MOU. Mileage may be authorized from home to court and return, or from office/institution to court and return, whichever is the shortest distance.
- E. Upon receipt of a subpoena, the employer will notify the employee as soon as is reasonably possible. An employee receiving personal service of a subpoena will notify his/her supervisor as soon as is reasonably possible.

10.11 Holidays

- A. All full-time employees shall be entitled to such holidays with pay as provided herein, in addition to any official State holidays declared by the Governor.
- B. Such holidays shall include:
 - 1. January 1 (New Year's Day)
 - 2. Third Monday in January (Martin Luther King's Birthday)
 - 3. February 12 (Lincoln's Birthday)
 - 4. Third Monday in February (Washington's Birthday, observed)
 - 5. Last Monday in May (Memorial Day)
 - 6. July 4 (Independence Day)
 - 7. First Monday in September (Labor Day)
 - 8. Second Monday in October (Columbus Day)
 - 9. November 11 (Veteran's Day)
- 2. Fourth Thursday in November (Thanksgiving Day)
- 3. Fourth Friday in November (Friday after Thanksgiving Day)

4. December 25 (Christmas Day)

- A. In addition to the holidays provided in B. above, each employee, upon completion of his/her initial probationary period in State service, shall be entitled to one personal holiday per fiscal year. The personal holiday shall be credited to each full-time employee on the first day of July. Such credit shall be recorded as holiday credit.
- B. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.
- C. When a holiday other than a personal holiday falls on a Sunday, full-time employees shall be entitled to the following Monday as a holiday with pay.
- D. When a holiday other than a personal holiday or November 11 falls on a Saturday, full-time employees shall accrue an additional eight (8) hours of personal holiday credit per fiscal year.
- E. Full-time employees who are required to work on a holiday shall be entitled to pay or compensating time off in accordance with their assigned work week group.
- F. Less than full-time employees shall receive holidays in accordance with existing Department of Personnel Administration Rules.
- G. Employees in posted positions in CDC and CYA shall celebrate holidays on the days on which they fall.
- H. Accrued holiday credits are not subject to State-initiated buyback without prior approval of the employee.
- I. Each institution shall have a system for scheduling or "burning" all or part of an employee's accumulated holiday credit.

10.12 Subpoena

- A. Upon service of a subpoena on an employee to testify at an arbitration, State Personnel Board (SPB), Public Employment Relations Board (PERB), or Legislative hearing, the State shall release the subpoenaed employee without loss of compensation.
- B. If a witness has been subpoenaed before one of the forums mentioned in paragraph A. above, and consents to be interviewed by CCPOA prior to the hearing, CCPOA shall be entitled to interview the witness in private, without a representative of the Appointing Authority present, unless the witness requests otherwise. Interviews of subpoenaed witnesses shall be at times and places reasonable for the witness and for the Appointing Authority.
- C. If the subpoenaed employee is scheduled to work at the same time that the hearing is scheduled, and the subpoenaed employee is not likely to be immediately called to the witness stand, the State may, with the concurrence of the Appellant's attorney, return the subpoenaed officer to his/her duty post subject to recall upon notice by either the Appellant's representative or the Department's representative.

10.13 Release Time Bank

- A. A California Correctional Peace Officers Association (CCPOA) release time bank shall be established to which employees may contribute their earned CTO hours and/or vacation credits. The contributions shall be in two (2) or more hour increments. Contributions in fractions of hours will not be allowed. An employee may only make one donation between July 1 and December 31, and one donation between January 1 and June 30 during the contract year. A maximum of ten thousand (10,000) hours may be credited and used by CCPOA during the above contract year. The ten thousand (10,000) hours shall be divided in proportion to each department's (CDC/CYA/DMH) unit membership, i.e., fifty-eight hundred (5,800) hours, CDC; and forty-two hundred (4,200) hours, CYA. With prior notice to CDC/CYA headquarters labor relations, credit may be transferred between facilities within a department. Credit may not be transferred between departments. Contributions to the release time bank shall be computed once a month, provided they are received by the second Friday of that month.
- B. Establishing the Bank**

The CCPOA shall make available to Bargaining Unit 6 employees an information sheet explaining the means by which an employee may contribute time into the release time bank. The CCPOA shall make forms (with built-in carbon copies) available for that purpose. When an employee desires to make a contribution to the release time bank, the employee will complete the three-part form provided by CCPOA and give this form to a Unit 6 steward. The Unit 6 steward will deliver the form to the institution, facility, camp, or parole personnel office with a CCPOA addressed, CCPOA postage-paid envelope at the time the steward delivers the form. The personnel office will determine that the employee authorizing the release time bank contribution has the earned CTO and/or vacation time (depending upon the number of hours desired to be contributed by the employee), prior to posting the contributed time to the release time bank. The personnel office will forward the first copy of the form to CCPOA headquarters in Sacramento in the envelope provided by the steward on a regular monthly basis. Employees may voluntarily execute such forms to authorize transfer of existing CTO hours and/or vacation credits. The form shall provide a space to indicate the amount and type (CTO and/or vacation) of time contributed. Each party to this MOU shall be responsible for, and keep, its own set of records. Records shall be compared, verified, and adjusted/corrected as the parties agree is necessary, but no more often than once quarterly. In no case shall the CCPOA accumulate or use more than ten thousand (10,000) CTO and/or vacation hours from the bank during the term of this MOU.

C. Withdrawal From the Bank

Any of five (5) designated CCPOA paid representatives or Bargaining Unit 6 representatives may authorize time withdrawal from the release time bank for use of a Unit 6 employee to conduct bona fide Association business. CCPOA shall notify the departments' labor relations office of the identity of the five representatives by August 1, of each year.

Employees authorized may be released with forty-five (45) days' advance notice (as a guideline) for regular, ongoing time off, or forty-eight (48) hours (as a guideline) on an ad hoc basis. In all cases, the granting of time off shall be subject to the approval of the employee's supervisor, operational needs, emergencies or other standards limiting usage. CCPOA authorization for use of bank time shall be provided to the local labor relations officer, or person designated by the Warden/Superintendent/Regional Administrator, by one of the five authorized CCPOA representatives, in writing, on a form provided by CCPOA and mutually approved by the parties. In no case shall the State employer be required to release an employee if:

1. It would require that the State employer fill the released employee's position at time and one-half; or
2. If there is no time credited to the bank at the time of the request.

The State employer will permit a reasonable number of CCPOA members off for use of release time bank time. Time drawn from the release time bank shall be in four (4) hour increments for the purpose of travel and eight (8) hour increments for all other purposes. No more than one (1) employee per facility or parole region shall be released for time off unless approved by the Director or his/her designee.

The State employer shall not withhold usage of release time bank time for unreasonable or capricious reasons. The CCPOA agrees that the CCPOA shall not cause, through the application of this clause, the State employer any undue burden in carrying out the mission of the Departments.

10.14 Union Paid Leave

- A. CCPOA shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CCPOA bargaining unit official or steward. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this MOU. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:
 1. The department head or designee receives a written request, signed by the employee and the authorized CCPOA representative, two (2) weeks prior to the planned effective date of the leave.
 2. A union leave shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
 3. CCPOA agrees to reimburse the affected department(s) for actual expenses related to the affected employee's salary and benefits for all the

time the employee is off on a union leave, within 30 calendar days of receiving a billing statement.

4. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's Appointing Authority.
5. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
6. Employees on a union leave shall suffer no loss of compensation or benefits.
7. Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
8. Employees on union leave under this provision and CCPOA shall waive any and all claims against the State for Worker's Compensation and Industrial Disability Leave.
9. In the event an employee on a union leave, as discussed above, files a Worker's Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, CCPOA agrees to indemnify and hold harmless the State of California or agencies thereof, from both Worker's Compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

10.15 Catastrophic Time Bank

- A. If an employee is catastrophically ill or injured, or if the spouse or child of such a employee becomes catastrophically ill or injured, employees shall be allowed to donate an unlimited amount of CTO, PLP holiday credits, or vacation credits, per individual case, with the Appointing Authority's approval, in accordance with departmental policies and under the following conditions:
 1. The donation must be in whole hours.
 2. Transfer of vacation, CTO, PLP and holiday credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
 3. Employees receiving the donations may receive an unlimited number of donations in hours. The donated hours can only be used after the affected employee's leave credits have been exhausted, and may not exceed one (1) calendar year. If the need still exists, a new CTB may be initiated in the following year with the Appointing Authority's approval.
 4. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department.

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

A. Termination:

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

B. Unused CTB Donations:

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

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

10.16 Youth Correctional Counselor Use of Leave Credits

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

10.17 Military Absences

A. Employee members of reserve military units or the National Guard are allowed to use accrued leave credits (other than sick leave) to attend their regularly scheduled drills or perform other reserve duty or National Guard obligations.

1. If an employee has military reserve/National Guard obligations (e.g. weekend drill) which fall on the employee's regular work day(s), the Appointing Authority shall allow the employee to substitute personal leave credits (holiday, vacation, PLP, CTO, etc.). Based on Title 38 U.S.C. Section 3416(d) and GC Section 19774(b), the Department is required to approve the employee's request.

2. The employee is expected to turn in his/her Annual Military Training Agreement at the beginning of each calendar year or as soon as the employee has received it. Any alteration in the dates of scheduled drill should be communicated to the immediate supervisor as soon as the employee is aware of the change, and turned in with the 998A/634 covering the period of time for which the leave credits are used.
 3. Once an Annual Military Training Agreement has been submitted, the Department shall not require any additional verification, unless there is a change in the original training schedule.
- A. The employee must actually attend the reserve drill, or perform the other inactive reserve duty obligations, on the scheduled dates. The employee shall not obtain approval to fulfill military obligations on a Saturday and/or Sunday, then complete his/her military obligation (without the department's knowledge) on the employee's RDOs (if other than Saturday and/or Sunday), and then use the pre-approved Saturday and/or Sunday leave for non-military, personal reasons.

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

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

B. Sick Leave:

Occasionally, an employee will be unable to fulfill his/her scheduled reserve obligation due to illness/injury. If the employee is using leave credits (e.g., holiday credit/vacation) to attend the reserve function, then the employee is required to notify management so the absence can be appropriately recorded as sick leave. The employee must submit, with the 998A form, verification from the military confirming he/she was absent from the reserve function due to illness/injury.

- C. According to Federal law, the deadline for the employee to return to work with the State (if the military leave is less than 31 days) is the beginning of the first full calendar day following the completion of the service plus a period for safe transportation to the person's residence plus eight (8) hours. As an example, a correctional officer may be released from Reserve or National Guard duty at 5:00 p.m. Sunday and arrive home at 8:00 p.m. Sunday, after a three-hour commute. Eight (8) hours after his arrival, the time is 4:00 a.m. Monday. The officer must report to the employer no later than the beginning of the first full calendar day

following, which is Tuesday. However, the employee may voluntarily report to work on Monday.

ARTICLE XI

HOURS OF WORK AND OVERTIME

11.01 Shift and/or Assignment Changes

- A. The State shall give notice to an employee at least seven (7) calendar days prior to the effective date of a change of shift, RDOs or hours of work. Unexpected changes required by emergencies, or which are due to other unforeseeable circumstances, are exempted from this notice requirement.**
- B. CCPOA's local Chief Job Steward or designee may waive the notice requirement in any particular instance.**
- C. In the Department of the Youth Authority, an unexpected immediate job change of short duration may occur from time to time. The Department agrees to contact the local Chief Job Steward in each instance where an employee was required to involuntarily report to work on other than the regularly scheduled work shift. Except for emergencies, no employee will be required to involuntarily report to work on a scheduled day off.**

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

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

11.02 Shift Starting Time at Youth Authority

- A. Youth Authority Bargaining Unit 6 staff who are given an assignment by their supervisor (e.g., picking up mail, medication, etc.) after entry into the institution and while en route to their work stations will be paid overtime if they work more than the eight (8) hour shift for the day. This language is not intended to include those shift preparation activities such as, but not limited to, picking up keys, "panic" buttons, signing in at Control, etc.**
- B. If it becomes apparent to the parties that the Portal to Portal Act contradicts this section, either of the parties may reopen this section.**

11.03 Continuous Hours of Work/Dead Time

- A. Except in the case of an emergency, employees shall not work in excess of sixteen (16) continuous hours in any given twenty-four (24) hour period. In the event employees are involuntarily ordered over, these employees are to be permitted an eight (8) hour break between shifts. For example, an employee assigned to a shift beginning at 0600, works a voluntary overtime to 2200 hours, and is involuntarily ordered to work until 0100 hours; the employee will be permitted a full eight (8) hour break before being required to return to his/her regular work. However, the parties recognize that informational briefings of fifteen (15) minutes may be added before or after a regular shift, thus extending the sixteen (16) hours up to a maximum of sixteen (16) hours and fifteen (15) minutes.**
- B. When a double involves one hour or less on standby time, it shall not be counted as work time under this section, but will be paid time under hours of work.**
- C. Employees shall not be allowed to work more than two "doubles" back-to-back. For the purpose of this section, a double shall be defined as thirteen (13) or more contiguous hours of work which may or may not be broken by standby time. The standby time shall not be counted as work time and not break the continuity of the "double." ***
- D. The State agrees to make its best effort to reduce or eliminate "dead time" for employees who work involuntary overtime hours. Where dead time exists, the State shall, subject to operational needs, try to schedule the employee to begin the overtime assignment immediately after the end of the employee's regular shift or hours.**
- E. Each institution administration and local CCPOA chapter representatives shall meet locally, within the life of this MOU, to make a reasonable effort to reduce the number of start and stop times.**
- F. The State shall pay employees for up to the first sixty (60) minutes of dead time prior to an involuntary overtime assignment.***

*(See Sideletter #6)

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

- A. Employees may be permitted to exchange hours of work with other employees in the same classification or level, performing the same type of duties in the same work area, provided:**
 - 1. The employees make a written request to their supervisor(s), at least twenty-four (24) hours prior to the exchange;**
 - 2. The supervisor(s) approves the exchange; and**
 - 3. The employees exchanging hours of work shall not be entitled to any additional compensation (e.g., overtime or overtime meals, holiday credit/pay, shift differential) which they would not have otherwise received.**

- A. Once approved, shift changes shall not be subjected to further review, except for operational needs.**
- B. Shift assignment positions under this Article are limited to:**

- 1. Correctional Officers**
- 2. Youth Correctional Counselors**
- 3. Youth Correctional Officers**
- 4. Medical Technical Assistants**
- 5. Firefighters**

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

In the event the employee fails to show because of illness or injury, he/she shall be required to provide a physician's statement which specifies the illness and/or treatment that precluded the employee from reporting to work. If the employee fails to provide proper medical verification, the employee shall be charged twelve (12) hours of the appropriate leave credits.

- B. All swaps must be paid back within ninety (90) calendar days. Where the pay back cannot be accomplished without overtime being earned by one or both of the affected employees the requested swaps shall be denied.**
- C. Probationary employees normally shall not be allowed to exchange hours of work with other employees in the same classification or level at all during the first three (3) months of their probationary period. During the remainder of an employee's probationary period, the employee shall be allowed up to one swap per week.**

11.05 Transporting Officer Hours

- A. Any employee assigned to transport inmates shall be compensated for all hours during which he/she is performing assigned duties. When on an overnight trip of eight (8) hours or more, a reasonable amount of time, not to exceed one-half (½) hour, will be allowed to travel from the work site to a motel.**

- B. When on an overnight trip of eight (8) hours or more, the employee shall be allowed a full eight (8) hours between shifts.**

11.06 Overtime Checks

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

Upon notice from CCPOA, the State agrees to meet at a job site where issuance of overtime checks is consistently beyond the 15th of the month for the purpose of developing a mutually acceptable overtime check distribution process. Part of this process may include Express Service (mail, delivery service, or personal service) to the Controller's Office and, if possible, from the Controller's Office.

11.07 Unused CTO

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

11.08 IST Overtime

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

- A. An employee shall be compensated for all training received during off-duty hours when directed by management to attend the training during those hours.**
- B. When an employee is directed to attend an in-service training course, and the course is only scheduled on the employee's regular day off, the employee shall be compensated in accordance with existing Call Back Rules.**
- C. When an employee is directed to attend an in-service training course, and does attend on his/her regular day(s) off, pre-scheduled vacation, CTO, or holiday time, when an opportunity existed to attend in conjunction with his/her regular work hours, the employee will only be compensated for the actual time spent in training.**
- D. When an employee is required to attend an IST class and the employee is only able to attend the class after an amount of standby, the employee shall be compensated for the standby time, not to exceed one (1) hour, at time and one-half.**

11.09 Overtime

- A. Except for 7k exempt employees and Community Service Consultants, any employee working more than forty (40) hours per week shall receive compensation at time and one-half.**
- B. Notwithstanding any other contract provision or law to the contrary, time which an employee is excused from work because of sick leave shall not count as hours worked within the work week for purposes of determining if overtime has been earned.**
- C. Employees who are required to remain at their duty posts during designated meal periods or who are required to perform duties during meal periods shall be compensated for the meal period at the appropriate rate of pay, provided the total number of hours worked during the work period exceeds one hundred sixty-eight (168) hours for employees on a 7k exemption or forty (40) hours for employees who are not on a 7k exemption.**
- D. There shall be no change in the current hourly rate formula used to calculate overtime for non-7k exempt employees.**
- E. An employee who is required by the supervisor to conduct business telephone calls outside his or her work hours of more than seven and one-half (7½) minutes will receive credit for time worked. This section does not apply when a business call results in a call back to work.**

11.10 Reduced Time Work

Employees are hereby noticed that they may participate in a reduced work time program pursuant to Government Code Sections 19996.20 through 19996.24. Alleged violations of these Government Code Sections shall be appealable through the grievance procedure, but are not arbitrable.

11.11 Definition of Third Watch

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

11.12 7k Exemption

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

A. Posted Employees:

Correctional Officer (CO), Youth Correctional Officer (YCO), Medical Technical Assistant (MTA), Youth Correctional Counselor (YCC), Firefighter, Correctional Institution, on a forty (40) hour a week work schedule (Excluded in Section 17.02).

1. Work Period:

Effective October 1, 1998, the work period for the above employees shall be one hundred sixty-eight (168) hours in a recurring twenty-eight (28) consecutive day period. The work periods shall begin October 1, 1998, and continue for twenty-eight (28) consecutive days. (See Appendix Item #16 for the specified work periods.) The one hundred sixty-eight (168) hours in each work period shall consist of the following:

a. Regular Posted Duty

All institutional-based employees will be regularly scheduled one hundred sixty (160) hours on post/job assignment.

All non-institutional-based staff (headquarters staff, camp staff, statewide transportation staff) will be regularly scheduled one hundred sixty-eight (168) hours on post/job assignment. These employees shall be provided at least fifty-two (52) hours of training per year as described in Section c. (3) below.

b. Four (4) hours per work period, to allow for pre and post work activities. CCPOA agrees that generally this is sufficient time for all pre and post work activities during each work period, and that the compensation allotted for these activities under this provision is full compensation for all of these activities. This section shall not result in changes to the shift start/stop times. This section does not apply to non-institutional-based staff.

c. The remaining four (4) hours per work period for institutional-based employees shall be scheduled for training subject to the following guidelines:

1. No more than two (2) days in an employee's normal work period will be scheduled for the time described in this section. These days will be pre-set for each post or job assignment, so that these extended days will not vary from work period to work period. Management shall designate these days for each post and shall post this information by October 1,

1998. Additionally, all post orders shall be modified to reflect this information. These 7k days shall not be scheduled on Regular Days Off (RDOs). This shall not apply to Permanent Intermittent Employees.

- 2. Training shall be scheduled in one, four (4) hour block, two, two(2) hour blocks, or one, one (1) hour block and one, three (3) hour block per work period.**
- 2. All training under this section shall be either individual or group formalized, structured courses of instruction to acquire skills and knowledge for an employee's current or future job performance. These organized activities shall contain measurable learning objectives that can be evaluated in a classroom setting or in structured on-the-job training.**

If an employee misses training, the employee shall be responsible to notify IST of training missed. Such training shall be rescheduled by management on any normal work day within the work period.

If management fails to schedule an employee for mandatory training, the employee shall not receive a negative performance evaluation related to training, or be disciplined or denied any salary increase for failing to meet training requirements.

- 1. This time shall not be utilized to cover behind vacant positions. Except for bona fide emergencies, this time shall not be utilized to perform any duties associated with a post or job assignment.**
- 2. All employees shall receive at least seven (7) days notice of scheduled training prior to the beginning of any twenty-eight (28) day work period.**

3. PIEs shall be scheduled for training by management.

1. Swaps

Employees shall not be able to do shift swaps on their extended day, unless the employee has scheduled swaps for the entire work week. Employees may not utilize this section to circumvent training requirements. However, swaps which have already been approved prior to the extended days being established shall be honored by management. Swaps under this section shall not require the employee to utilize leave credits to offset the extended hours missed.

2. Overtime

- a. Overtime is defined as any hours worked in excess of one hundred sixty-eight (168) hours in a twenty-eight (28) day work period. For the purposes of computing the number of hours worked, time when an employee is excused from work because of holidays, vacation, personal leave shall be considered as time worked by the employee. Additionally, the time specified in Section 1.b. above shall also be considered as time worked.**

Notwithstanding any other contract provision or law to the contrary, time which an employee is excused from work because of sick leave shall not count as hours worked within the work period for purposes of determining if premium overtime has been earned.

- b. The method of calculating the hourly overtime rate shall be based on the one hundred sixty-eight (168) hour work period according to the following formula:**

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

**Salary per 28 day work period + shift
differential received in the work period
divided by 168 hours (hours worked in 28
day work period) = hourly rate of pay x
1.5 = overtime hourly rate.**

1. Leave Credits

a. Sick leave:

Employees who utilize sick leave on a 7k training day shall be charged hour for hour for the scheduled time missed.

b. All other leave credits:

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

A. Non-Posted Employees:

Parole Agent I, Parole Agent II Specialist (Adult Paroles), Parole Agent I, Parole Agent II Specialist (Youth Authority), Board Coordinating Parole Agent I (CYA), Community Services Consultant (CYA), Correctional Counselor I, Correctional Counselor II Specialist, Casework Specialist (Youth Authority).

- 1. The State and CCPOA agree, no later than ten (10) days after ratification by the membership to establish four (4) negotiation teams to address the manner in which a twenty-eight (28) day, one hundred sixty-eight (168) hour 7k exemption may apply to the above employees. Each team will be composed equally of Management and Union members and shall have at least thirty (30) days to negotiate.**
 - a. Two (2) teams will meet and confer on a model for employees in parole classifications (CDC and CYA). Specifically for CDC, this team is empowered to explore any or all of the following: the modification of specifications, modification of current paroles training and the scheduling of staff meetings within the 7k work period. For CYA, this team may discuss all aspects of 7k implementation.**
 - b. Two (2) teams will meet and confer on a model for employees in institutional caseworker classifications (CDC and CYA). These teams may discuss and address all aspects of a possible 7k implementation, including workload agreements.**
 - c. These teams will make a good faith effort to reach an agreement by October 1, 1998. If an agreement is reached, implementation for the 7k work period will begin no later than November 1, 1998. If any team is unable to reach an agreement on or before November 1, 1998, then the employees working in the classification**

for which the team has failed to reach an agreement will not be considered as working under Section 207k of the FLSA. Any team may mutually agree to extend any deadlines in this section.

- 1. Any agreements reached under this section shall result in a corresponding pay increase relative to the increase in hours of work, and shall become an addendum to the MOU pursuant to Section 27.01.**
- 2. The teams shall not be able to agree to any changes in working conditions without incorporating them into a 7k implementation.**
- 3. If any team fails to reach an agreement, then the working conditions for the affected classifications shall not be modified.**

A. Other Provisions

- 1. The State and CCPOA agree that they have made a good faith attempt to comply with all requirements of the FLSA in negotiating this provision. If any court of competent jurisdiction declares that any provision or application of this agreement is not in conformance with the FLSA, the parties agree to meet and confer immediately pursuant to Section 5.02.**

CCPOA agrees that neither it nor any of its employees acting on their own behalf or in conjunction with other law firms shall bring any suit in court challenging the validity of this provision under the FLSA.

- 2. Employees shall not earn weekend shift or night shift differential for the 7k portion of an extended day pursuant to Section 15.08. Additionally, the 7k portion of an extended workday shall not qualify an otherwise unqualified regular shift for weekend shift or night shift differential. Non-institutional-based employees scheduled for training on a weekend day will receive the weekend shift differential as defined in Section 15.08.**
- 3. Training scheduled in accordance with 7k provisions shall not entitle an employee to a continuous hours of work meal allowance. Time worked in excess beyond the scheduled training shall entitle an employee to a continuous hours of work meal allowance pursuant to Section 14.02.**

ARTICLE XII

TRANSFER, SENIORITY, OVERTIME AND LAYOFF

12.01 Seniority

- A. The following seniority provisions shall apply through the end of the March 1999 pay period, unless extended by mutual agreement:**

1. For purposes of layoff, transfer in lieu of layoff, and demotion in lieu of layoff, seniority shall be determined by total State service in Bargaining Unit 6, regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period, except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive work days falls within two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.
2. For all other purposes, unless otherwise specified in this MOU, "seniority" shall be computed by "total time" (as defined below) in classes represented by Unit 6 (R06), classes identified as S06, and in Correctional Peace Officer classes as defined by Section 830.5 of the Penal Code.
 - a. "Total time" is calculated as the period of time since the hire date, unless there has been a break in service of less than twelve (12) months, in which case the employee shall receive an adjusted seniority date upon return to a Unit 6 classification. An employee shall not accrue seniority during a break in service. A break in service from Unit 6 of longer than twelve (12) months shall result in a totally new starting seniority date based upon the employee's return to a Unit 6 classification.
 1. An employee continues to accrue seniority while on a Training and Development assignment to a classification within Unit 6.
2. Under this provision, a leave of absence or a Training and Development assignment to a classification outside the bargaining unit does not constitute a break in service. However, when an employee is on a leave of absence or a Training and Development assignment, excluding a leave for union business, the employee's time while on leave of absence or on a Training and Development assignment to a classification outside of Unit 6 is not to be counted for the purposes of computing total seniority. In these instances, the employee will not continue to accrue Unit 6 seniority and will receive an adjusted seniority date, but will not have to start all over if the leave of absence or T&D assignment lasts longer than twelve (12) months.
3. Those qualifying employees who were on military leave by reason of the Iraqi invasion of Kuwait and the subsequent Desert Shield/Storm campaign and its aftermath shall accrue Bargaining Unit 6 seniority throughout the time they were on military leave. Additionally, military leave throughout this period shall not be considered a break in service for definition purposes of this Section (12.01).

4. An employee on IDL shall continue to receive seniority credit for the period of time while on IDL.
5. An employee on leave of absence, including a medical leave of absence pending a final decision by PERS on a medical retirement, and the time on medical retirement, shall not accrue seniority during the period of the leave of absence.
6. An employee who is on a disciplinary suspension does not accrue seniority during the period of the suspension, if the suspension results in an employee not working a qualifying pay period pursuant to paragraph b. or c. below; but does not receive a totally new starting seniority date if the period of suspension lasts longer than twelve (12) months.
7. An employee on leave for union business shall continue to accrue seniority.

a. Full-Time Employees' Seniority Accrual:

Full-time personnel shall be credited with one month's worth of seniority for any month in which he/she has worked at least eleven (11) days in a qualifying pay period.

b. Intermittent Employees:

For intermittent employees, "total time" is measured by granting one month of seniority credit following the completion of one hundred and sixty (160) hours of paid employment. The hours in excess of one hundred and sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated.

1. Ties in seniority shall be broken by examining each employee's last four digits of his/her social security number. The employee with the lowest social security number will be considered the most senior. If a tie still exists, the employee with the lowest middle two digits will be considered the most senior; if a tie still exists, the employee with the lowest first three digits will be considered the most senior.

A. Effective the first day of the April 1999 pay period, unless extended by mutual agreement, paragraph A. above will become inoperative and seniority shall be determined as follows:

1. For all purposes (including but not limited to, layoff, transfer in lieu of layoff, demotion in lieu of layoff), "seniority" shall be determined by total State service in classes represented by Unit 6 (R06), classifications identified as S06, and in Correctional Peace Officer

classes as defined by Section 830.5 of the Penal Code, regardless of when such service occurred.

2. "Total State service" is calculated as the period of time since the hire date, for which the employee has earned qualifying pay periods, as defined in paragraphs 3. and 4. below.
 - a. An employee shall not accrue seniority points during a break in service.
 - b. Those qualifying employees who were on military leave by reason of the Iraqi invasion of Kuwait and the subsequent Desert Shield/Storm campaign and its aftermath shall accrue seniority points throughout the time they were on military leave. Additionally, military leave throughout this period shall not be considered a break in service for definition purposes of this Section (12.01).
 - c. An employee on leave for union business shall continue to accrue seniority.
1. **Full-Time Employees' Seniority Accrual:** In determining seniority scores for full-time employees, one seniority point shall be awarded for each qualifying monthly pay period of full-time State service in classifications defined in paragraph B.1. above. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive work days falls within two (2) consecutive pay periods, the second pay period shall be disqualified. This definition shall apply to all of the employee's work history regardless of when it occurred.
2. **Intermittent Employees' Seniority Accrual:** Seniority points for time served as a PIE will be awarded as follows:
 - a. **Hours worked prior to the April 1999 pay period.**

Intermittent employees shall be awarded one seniority point for each qualifying monthly pay period of State service in classifications defined in paragraph B.1. above. A pay period in which an intermittent employee works one hundred and sixty (160) or more hours will be considered a qualifying pay period. The hours in excess of one hundred and sixty (160) hours in a monthly pay period shall not be counted or accumulated.

- b. Hours worked on or after the April 1999 pay period, unless extended by mutual agreement.**

Intermittent employees shall be awarded one seniority point for each qualifying monthly pay period of State service in classifications defined in paragraph B.1. above. A pay period in which an intermittent employee works eighty-eight (88) or more hours will be considered a qualifying pay period for the purpose of accruing seniority. The hours in excess of eighty-eight (88) hours in a monthly pay period shall not be counted or accumulated. If an employee works less than eighty-eight (88) hours in a monthly pay period, it shall be a non-qualifying pay period; such hours shall not be counted or accumulated.

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

12.02 Permanent Involuntary Transfer by Inverse Seniority

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

whether a transfer reasonably requires the involuntarily transferred employee to change his/her place of residence.

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

12.03 Temporary Involuntary Reassignments and Transfers

- A. For the purposes of this section, temporary transfer or reassignment is a change in institution, camp or community-based program or office of not more than thirty (30) work days.
- B. In all cases, the State shall first attempt to fill vacant positions through voluntary means.
- C. If a position cannot be filled through voluntary means, and the temporary assignment or transfer requires the employee to be away from his/her permanent place of residence, the method of selecting the employee for transfer shall be by inverse seniority, except where precluded by the operational needs of the departments or in emergency situations.
- D. Employees who are involuntarily assigned shall receive short term per diem for the first thirty (30) days of their assignment and if required to work past the thirty (30) days assignment, short term per diem will commence on the thirty-first (31st) day and continue for each day the employee is removed from his/her place of permanent residence.
- E. Should the temporary involuntary transfer or reassignment require a temporary change of residence, and be within one of the parole divisions of the department, the State and CCPOA shall meet and confer to identify the pool of employees (the region or area) from which the person(s) to be involuntarily transferred on a temporary basis shall be drawn. In any event, the person(s) selected shall be picked by inverse seniority based on time in Unit 6.
- F. No employee may be transferred or reassigned under this section more than one time per fiscal year.
- G. This section shall not affect any per diem right the employee may have.

12.04 Employee Requested Transfers Between Appointing Authorities

- A. The State has varying business needs to fill vacant positions by using existing eligible lists, involuntary transfers, reassignments or other selection methods. A part of these needs may be to fill a position for such reasons as balancing the work force or pre-announced special skills, abilities or aptitudes.

The parties acknowledge that the needs of the State must be given first priority when the State deems it necessary to fill a vacant position. The parties further acknowledge the varying employee desires to permanently transfer to another location, within the employee's department and

classification, which the employee deems more desirable. Therefore, the following procedure is established to facilitate employee requests to transfer to a position within the employee's classification and department at another location.

- B. Employees desiring to transfer shall apply in writing in a manner prescribed by the State to the Appointing Authority of the location to which the employee desires to transfer. Such requests shall be to permanent positions in the same department within the employee's same classification. The employee's written requests shall be placed in seniority order with those of others who have similarly filed a request to the same position at the location. The Appointing Authority or designee shall provide the employee submitting a request for transfer with an acknowledgment of receipt of the transfer request. Employee requests shall be kept on file at the location through June 30 of each fiscal year or removed earlier at the request of the employee. At the request of the CCPOA Chapter President, the location of employee transfer files will be furnished to the Chapter President.**
- C. When lateral transfer is the means being used to fill a vacant position, the most senior employee with a request to transfer on file at that location shall be interviewed. The policy of the Department is to approve requests for transfer where the employee's performance has been satisfactory and where there is no clear evidence that such a transfer would be adverse to the best interest of the Department, for example, such as an adverse action given within the last three (3) years. If an employee is not approved for transfer, he/she must be informed in writing of the specific reasons for said denial. Denial must be for some specific reason relating to poor performance or other specific reason(s) that arose during the interview and cannot be based solely on uncorroborated information from some anonymous source.**
- D. A PIE may submit a lateral transfer package using the process described in this Article provided the employee has successfully completed probation, is not currently under investigation, and does not have a pending adverse action. Selection of PIEs is at the discretion of the Appointing Authority.**
- E. If the State chooses to fill vacant positions by transfer, but has specified the need to fill positions based on special skills, abilities or aptitudes, paragraph C. above need not apply.**
- F. Those employees who obtained employee-requested transfer under the provisions of this section shall not be eligible to utilize the provisions of this section for a period of one (1) year from the effective date of such transfer unless the employee has demonstrated a hardship that did not exist at the time of the initial transfer.**
- G. This procedure may be superseded in favor of an employee requesting a transfer based on a bona fide hardship. If the matter is contested, the Appointing Authority or designee shall explain the basis for the waiving of this section to CCPOA's local Chief Job Steward or designee and/or CCPOA's representative.**

- H. Travel Time Allowance: Upon request, the State may authorize an employee to take a reasonable amount of vacation, PLP, CTO, or holiday time off between transfers from one institution to another where the transfer requires the employee to move his/her residence. Such requests will not be unreasonably denied, by the receiving institution.**
- I. For the purposes of this section, Parole Agents II (Specialist) assigned to the Community Correctional Facilities may request an Employee Opportunity Transfer (EOT) to the region in which the Agent's facility is located.**

12.05 Voluntary Overtime By Seniority

- A. Employees in Bargaining Unit 6 shall be assigned voluntary overtime by seniority except where precluded by operational needs of the departments or in emergency situations. Existing caps on voluntary overtime shall continue; where they do not exist, reasonable caps may be negotiated locally by the parties. There shall be no yearly caps. All other existing rules and policies regarding voluntary overtime continue to remain in effect.**
- B. In CDC institutions, Correctional Officers shall not be eligible to accept an overtime assignment when he/she has worked ten (10) overtime shifts (80 hours) within the 7k work period.**

When all employees signed up for voluntary overtime meet or exceed the above overtime limits, the voluntary overtime list will be utilized, by seniority, prior to ordering over. Where this section does not abridge a local agreement, the local agreement shall be left intact. Where local caps are higher than the limits in this section, the local agreement shall be opened in order to insure compliance. Any issue within the local caps agreement that does not deal with the limit of time worked shall only be opened by mutual agreement.

- C. Each Appointing Authority or designee will establish a means by which a Bargaining Unit 6 employee may sign up for an overtime shift. The order of call for voluntary overtime shall normally be from the voluntary overtime roster. However, if the overtime assignment becomes available two (2) hours or less prior to the start time of the overtime assignment, the assignment will be offered to the most senior employee whose name appears on the voluntary overtime roster and who is currently on duty.**
- D. Overtime at camps and community-based programs shall be on a rotational basis.**
- E. In addition to the above within the Department of the Youth Authority, overtime under this provision shall be offered by seniority by classification. When there are no volunteers on the appropriate list within the classification, the Department shall use the following options in descending order:**

1. Use the volunteers from an appropriate classification (i.e., Youth Correctional Counselors can work for Youth Correctional Officers and vice versa);
 2. Use the involuntary overtime provisions; or
 3. Take necessary action to ensure adequate coverage.
- A. Existing institutional sign-up procedures and policies in effect during the terms of this MOU will not be changed without local negotiations.
 - B. When an outside employer engages Correctional Peace Officers to work for a project on departmental grounds, the employees will be hired on an overtime basis pursuant to this section, or be placed on special assignment to work, and their positions filled behind with a PIE or on an overtime basis pursuant to this section, except if the position is not normally filled behind.
 - C. When it is determined a violation of this section has occurred, the "wronged" employee shall be entitled to four (4) hours pay at time and one-half (or six [6] hours pay at straight time).

12.06 Involuntary Overtime By Inverse Seniority

- A. Employees in Bargaining Unit 6 shall be assigned involuntary overtime on a rotating basis by inverse seniority except when precluded by operational needs of the departments or in emergency situations. Specifically excluded from this section are camps and other CDC community-based programs.
- B. In the departments, the junior seventy percent (70%) of the employees assigned overtime in a particular classification shall only be assigned involuntary overtime twice during a monthly pay period before the senior remaining thirty percent (30%) of the employees are required to work involuntary overtime. If after the junior seventy percent (70%) have been worked twice in any monthly pay period and the senior thirty percent (30%) once in that same monthly pay period, then the junior seventy percent (70%) shall be required to work again.
- C. Normally employees will not be assigned involuntary overtime on their regular day off (RDO).
- D. The departments will make reasonable efforts to canvass on-duty employee volunteers prior to the implementation of this contract section.

12.07 Personnel Preferred Post Assignment (PPPA)

[This is previous Sideletter #7 which replaced old Section 12.07]

A. METHODS

1. There shall be sixty percent (60%) of the qualifying Correctional Officer post assignments at each California Department of Corrections 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 (60%= 19.2; 40%= 12.8). Therefore, thirteen (13) jobs will be management assignments, nineteen (19) jobs will be PPPA.

- a. **Implementation for non-PPPA Institutions: Within sixty days (60) of ratification of the Bargaining Unit 6 tentative agreement by the Legislature, or in concert with Section C., Implementation, whichever is later, the implementation processes will begin at all CDC Institutions not currently on the Personnel Preferred Post Assignment procedure.**
- b. **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.**
- c. **Implementation for new institutions: Within eighteen (18) months of activation (receipt of inmates) all new institutions will begin the implementation process for PPPA.**
- d. **Wherein implementation is not on cycle (bid period) with all other institutions, the cycle may be shortened or lengthened to bring the institutions on line at the next cycle, subject to local agreement.**

1. Definitions

- a. **Bid Period: The bid process is a two (2) year bid. Those employees who successfully bid to a PPPA will retain that PPPA for a twenty-four (24) month period. After twenty-four months, there will be a realignment of all posts and a re-bid of all identified PPPAs.**
- b. **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, except: 1) sick leave relief positions; 2) a position count equivalent to .06 for each post with RDO relief on the Post Assignment Schedule; 3) the total number of permanent, full-time Correctional Officer Apprentices (subtract the total number of people from the actual post count at the onset of the local joint labor/management discussions); 4) total number of established transportation posts at the Correctional Officer level; 5) total number of Investigative Services unit (S&I) posts at the Correctional Officer level; 6) total number of In-Service Training (IST) posts at the Correctional Officer level.**

1. Camps shall retain their current agreements regarding post assignments.

- a. 60/40 Split: 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 60/40 representation in each of these areas, in keeping with operational needs.**

Upon completion of the 60/40 split, a reconciliation shall be completed to insure the institution's overall representation is within plus or minus two (2) positions.

1. Bid Process

- a. PPPA will consist of two (2) processes. The first process will consist of a bid as outlined in Section C., Implementation. Those employees who successfully bid to a PPPA shall retain that PPPA for a twenty-four (24) month period. At the end of twenty-four (24) months, there will be a realignment of all positions and a re-bid of all identified PPPAs.**
- b. The secondary process is outlined in Section E., Secondary Process. The secondary process will be for the purpose of filling PPPA percentage vacancies as they arise throughout the bid period. Those employees participating in the secondary process will be allowed to maintain that PPPA for the remainder of the current bid cycle.**

A. Eligibility

- 1. Participation in the PPPA system is limited to eligible employees. An eligible employee:**
- a. Must be a permanent, full-time Correctional Officer; 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.**

Employees who laterally transfer on or before the first Monday in November will be permitted to participate in the bid process. Employees who laterally transfer after the first Monday in November will be allowed to participate in the secondary process. The employee shall be responsible for contacting the Personnel Assignment Office and submitting a completed PPPA bid form within twenty-one (21) calendar days of arrival at the institution.

- a. In order to participate and maintain the rights and privileges defined throughout this procedure, the employee must maintain an acceptable overall performance rating during the entire bid period. Standard or better is defined as a mathematical averaging of the individual rating categories on the employee's most recent performance evaluation.**

In order for a substandard performance evaluation to be applicable under this procedure it must clearly substantiate the performance concerns, in writing, which support the below standard rating in the performance category. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.

Upon the initial implementation of the PPPA process at each new institution, previous year employee performance evaluations will not be considered for the purposes of eligibility.

- d. An employee successfully bidding to a PPPA who does not meet the qualifications (firearms, side-handle baton, chemical agents) for such post, must meet all qualifications, specified in this procedure, prior to the actual 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 a management's discretion. The vacated PPPA will be subject to the secondary process. An otherwise eligible employee may participate in the next bid period.**

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.

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 secondary process.

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 next bid period. Removal of the employee does not preclude the employee from being subject to other action in accordance with departmental policy.

- e. For the twelve (12) calendar months preceding onset of the bid process (i.e., the third Monday of November), an employee who has an adverse personnel action which relates to the employee's job performance (e.g., inattentiveness on the job, insubordination, excessive force toward an inmate, ward, or parolee, but not sick leave abuse, etc., off-duty conduct, etc.) may be precluded, in writing, from participation in the PPPA bid process to specific assignment areas as determined by the Appointing Authority.**

Thereafter, 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 subsequent bid period. (Refer to Section F.14.)

- f. An otherwise eligible employee absent from the work site during the bid process for such reasons as NDI, Workers Compensation, leave of absence, annual military leave, etc., may participate in the PPPA bid process. Employees who are successful in obtaining a bid post must assume the duties of such post within one hundred twenty (120) calendar days of posting of the bid results. Until such time as the employee occupies the post, it temporarily reverts to management.**

In the event the employee is unable to assume the duties within the one hundred twenty (120) calendar days, the employee will be placed in a post at management's discretion. After the one hundred twenty (120) days, the PPPA will be subject to the secondary process.

- 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.**

A. Implementation

- 1. At the first meeting of the local Joint Labor/Management Committee, the total number of institutional posts available for PPPA shall be sixty percent (60%) of the total authorized posts listed on the Master Assignment Roster, as defined in Subsection A.2.b. The remaining forty percent (40%) shall be designated as management posts.**

a. November

- 1. On the first Monday in November the Personnel Assignment Office at each institution will post an updated seniority roster. Employees alleging errors in the computation of seniority dates may file a complaint to the Personnel Assignment Lieutenant. If unresolved, the employee may submit to the Appointing Authority for second level of review with resolution required within fourteen (14) days of the posting of the seniority roster. The second level shall be the final level of review in the complaint process. Errors in favor of the employee will result in the adjustment of the employee's seniority date at their institution.**
- 2. The local Joint Labor/Management Committee at each institution shall meet to determine and agree which posts will be management posts and which posts will be PPPAs. Such determinations must be completed no later than the first Monday in November.**
- 3. Only those PPPAs which cannot be agreed on by the local Joint Labor/Management Committee at each institution will be elevated to the Joint Labor/Management Headquarters Committee through the headquarters Labor Relations Branch.**
- 4. On the second Monday in November, an institutional memorandum will be**

published by the Personnel Assignment Lieutenant, advising staff of the following:

- a. The date PPPA bid forms will be made available and the locations where the forms can be obtained.**
 - b. The date PPPA bid forms must be returned to the Personnel Assignment Office.**
 - c. Location(s) of PPPAs open for bid and Master Assignment Rosters will be available for staff review.**
 - d. Employees who laterally transfer on or before the first Monday in November will be permitted to bid.**
- 1. On the second Monday in November, the Personnel Assignment Office at each institution will publish a listing of PPPAs available for bid. These listings shall be made available in locations previously specified.**
- 2. PPPAs designated in the Institutional Vacancy Plan will be identified as such on the lists.**
- 3. 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.**
- 6. 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.**
- 7. 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.**
- 8. The watch designation for those PPPAs with multiple watch reliefs will be noted on the listings of available PPPAs.**
- 9. Eligible employees bidding to a vacation relief (VR) PPPA shall be assigned as follows:**

- a. For the purposes of PPPA, all vacation relief PPPAs will be considered second watch.
- b. The most senior employee will be permitted to select the vacation slots of the employee's choosing for the duration of the bid period. The second most senior person will be permitted to select vacation slots from those remaining, etc.
- c. In the event a vacation is canceled, the PPPA VR employee will replace the employee who is substituted for the original occupant.
- d. In the event a cancellation is not filled or a vacation slot is not available, the PPPA VR employee will be assigned at management's discretion until the employee's next scheduled vacation coverage.

- 1. Eligible employees may bid on any number of PPPAs.

a. December

- 1. Beginning the first Monday of December, the Personnel Assignment Office shall have up to twenty-one (21) calendar days to determine the employee's placement into the PPPA of their selection.

a. January

- 1. No later than the first Monday of January, the Personnel Assignment Office shall publish the listing of employees who were successful in their bid. Time period

for qualifications for PPPAs begins as specified in Subsection B.1.d.

- 2. Employees successful in obtaining a PPPA shall not be permitted to participate in the secondary process, except as specifically noted in Section F., Maintenance.**
- 3. The Personnel Assignment Office shall publish movement sheet(s) reflecting assignment changes. The assignment changes may occur as a single process or as locally agreed, may be phased-in by watch, based upon the following schedule:**
 - a. Second Watch: Published on the second Monday of January with an effective date of fourteen (14) calendar days from publication.**
 - b. Third Watch: Published on the second 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.**

1. Correction of Errors

Errors made by management affecting an employee's placement into a PPPA will result in the employee being assigned to a management post with the same RDOs and substantially similar start/stop times as originally eligible.

A. Ten Percent Rule

This section does NOT apply to those employees subject to adverse action or substandard performance appraisals.

- 1. In those instances when it becomes apparent an employee does not possess the knowledge, skills, aptitude, or ability to perform at an acceptable standard in the PPPA to which the employee has bid, a job change memorandum documenting the reasons for reassignment will be prepared by the immediate supervisor and attached to a job change request.**

This document must be approved by the employee's second line supervisor and section manager prior to being forwarded to the Personnel Assignment Office. The approved job change memorandum shall be maintained by the Personnel Assignment Lieutenant and filed in accordance with existing procedures regarding the archiving of all other job change requests and the employee shall be provided a copy of the job change memorandum. Management may then reassign the employee as follows:

- a. The reassignment must be completed within sixty (60) days of the date the employee assumed assignment to the post. The time an employee is absent from the post is not counted toward the sixty (60) days.**
- b. The number of these reassignments may not exceed ten percent (10%) of the total PPPA count based on seniority. The Personnel Assignment Lieutenant shall be responsible for maintaining an accurate count of reassignments made under the Ten Percent Rule.**
- c. In the event assignment changes are necessary (within the ten percent [10%] factor allowed), the person being moved from that assignment shall be given a job change into an assignment with the same RDOs and substantially similar start and stop times for the remainder of the 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.**

A. Secondary Process

1. Statement of Purpose

The secondary process is to allow those employees who participated and did not successfully achieve a PPPA; transferred during the process and/or were not eligible at the time the bidding process began, to fill vacant sixty percent (60%) PPPAs, based on seniority.

2. Implementation

PPPA bid forms of employees not successful in obtaining a PPPA will be retained by the Personnel Assignment Lieutenant and filed in seniority order. When a PPPA becomes vacant, the Personnel Assignment Lieutenant will offer that vacated PPPA to the most senior employee eligible for the secondary process that had previously placed a bid for that PPPA. This process will continue until the vacant PPPA is filled or the bids for that PPPA have been exhausted. The PPPA that was not bid will revert to management. However, this PPPA will continue to be subject to the secondary process (refer to Section F., Maintenance, for participation in the secondary process).

If an employee declines to accept a vacant PPPA, the employee will be removed from the secondary process.

All assignments for those who were successful in achieving a secondary process PPPA, will be posted by the second Monday of each month. All job changes will have an effective date of not more than fourteen (14) calendar days from the date of publication.

A. Maintenance

After the initial PPPAs have been made, the following steps will be adhered to regarding maintenance of the process:

- 1. Short-term absences of not more than one hundred twenty (120) calendar days from the employee's PPPA, including special assignments, injuries on the job and acting assignments, will not preclude the employee's return to the PPPA during the next**

Personnel Movement Sheet cycle after being determined qualified to resume the duties of the PPPA.

- a. If the absence was more than one hundred twenty (120) calendar days, the Appointing Authority may authorize an employee's return to the PPPA if the absence was due to management.**
 - b. An employee exceeding the one hundred twenty (120) calendar day limit for an absence due to EIDL will be assigned to a management post with the same RDOs and substantially similar start/stop times.**
 - c. An employee exceeding the one hundred twenty (120) calendar day limit for any other reason will be assigned at management's discretion. As an exception, the employee will be allowed to participate in the secondary process.**
 - b. After one hundred twenty (120) days, all vacated PPPAs, under this section, will become subject to the secondary process.**
 - 1. If a PPPA becomes vacant, the PPPA will be filled through the secondary process. Unless specifically authorized by the Bargaining Unit 6 Memorandum of Understanding (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 deactivation shall have an opportunity to select, on a seniority basis, a PPPA that has lapsed to management. Employees who do not or cannot be placed in a PPPA that reverted to management, will be placed at management's discretion and allowed to participate in the secondary process.**
 - 3. Upon activation, all activated posts will be subject to Section A., Methods, of this procedure. Newly designated PPPAs will be subject to the secondary process for those employees that become eligible at the on-set of the establishment of the new PPPAs.**
 - a. All employees eligible under the provisions of the secondary process may elect to participate in bidding for newly activated PPPAs. However, this provision is subject to mutual agreement between parties at the local activation negotiations. Non-agreement on this issue is not cause for the local activation table to go to impasse. In absence of a local agreement, provisions of Section F. 4. a. shall apply.**
- 1. Upon written request of an employee to vacate a PPPA prior to the next open bid period, 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.

2. An employee shall be permitted to rebid to that same PPPA for an additional two (2) year period. Should the employee be successful in their bid attempt for the second two (2) year period, the employee will be subject to all provisions of this procedure as if assigned for the first time. Once an employee has held the same PPPA for four (4) consecutive years, the employee shall not be entitled to re-bid to that same PPPA until at least one subsequent PPPA bid period has elapsed (two years).
6. Employees shall not be permitted to rebid to 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 subsequent bid period (two years) has elapsed.
7. If after the bid process has occurred the RDOs and start/stop times attached to a post are significantly changed, the affected employee may choose to either: 1) remain in the post; 2) be placed in a management post with the same RDOs and substantially similar start and stop times. This management post will revert to a PPPA. The employee will remain in the PPPA until the next bid period. The PPPA which changed RDOs and start/stop times will revert to management. Affected employees that fail to make a choice, will be assigned to a post at management's discretion.
8. An employee may not be removed from a PPPA based upon the issuance of a Letter of Instruction.
9. An employee may be temporarily removed from a PPPA pending a personnel investigation/EEO investigation, but will be assigned to substantially similar start/stop times and RDOs. Once the investigation has been concluded and if the charges have not been substantiated, the employees may be returned to their PPPA.
10. Any PPPA not bid during the bid period by an eligible employee shall revert to management, and be subject to the secondary process.
11. For purposes of expressing a personnel preference, the Chief Job Steward shall be given "super" seniority in order to select a second watch assignment with Saturday and Sunday off.
12. Upon completion of the Apprenticeship period, an otherwise eligible employee, pursuant to Section 3.1.b., may participate in the PPPA secondary process. The employee shall be responsible for contacting the Personnel Assignment Office and submitting a completed PPPA bid form within twenty- one (21) calendar days.
13. Excepting Sections B.1.c. and e., D., and F. 7., 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 a management post with the same RDOs and substantially similar start and stop times. The vacated PPPA will revert to management for assignment purposes until the next bid period. The displaced employee will remain in the management post until the next bid period.

If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the Appointing Authority. This grievance must be heard, and a written response provided, by the Appointing Authority within fourteen (14) calendar days. The grievance may not be appealed beyond the Appointing Authority. The grievance shall not postpone any such removal for cause.

- 1. 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 vacated PPPA will be subject to the secondary process. The Appointing Authority may exclude the employee from bidding to a specific assignment area in the next bid period.**
- 2. In reference to Section B.1.c., an employee may be removed from the PPPA upon receipt of the final copy of a substandard performance evaluation. Such movement will be to a post with substantially similar start/stop times. The vacated PPPA will revert to management until the next open bid period. Removal of the employee must be approved by the Appointing Authority on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period.**

A. 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 Director of Corrections and the California Correctional Peace Officers Association, respectively. Disputes will be resolved by majority vote.

12.08 Shift Assignment/Regular Days Off Preference Assignment By Seniority/CDC

A. SHIFT ASSIGNMENTS BY SENIORITY (WATCH PREFERENCE):

- 1. There shall be sixty percent (60%) of the Correctional Officer shift assignments in the Department of Corrections allotted according to seniority at each institution or facility.**
- 2. The word "assignment" as used in this section is synonymous with that of "position."**

A. REGULAR DAYS OFF (RDOs) PREFERENCE ASSIGNMENT BY SENIORITY/CDC

1. OPERATIONAL PROCEDURE

Watch Assignment Weekend Regular Days Off Preference By Seniority/CDC.

2. PURPOSE AND OBJECTIVES

This procedure outlines the Department of Corrections' (CDCs') purpose, goals and objectives in the selection of watch assignments and preferred weekend RDOs (Friday/Saturday, Saturday/Sunday, Sunday/Monday) based on Correctional Officers' seniority. The procedure also establishes responsibility for compliance and the general methods by which implementation and maintenance of the weekend RDO preference system shall be accomplished.

3. REFERENCES

Departmental Operations Manual, Volume III, Chapter 30000, Sub-Chapter 33000, Section 33010; Unit 6 Memorandum of Understanding (MOU) between the State of California and the California Correctional Peace Officers Association, Section 12.08.

4. APPROVAL AND REVIEW

The provisions of this procedure shall be reviewed and approved by the Department of Corrections, pursuant to the MOU for Bargaining Unit 6, Section 12.08.

5. RESPONSIBILITY

- a. The Warden shall have overall responsibility for the implementation and maintenance of this procedure.**
- b. Under the direction of the Warden, the Warden's designee will ensure compliance through the Personnel Assignment Lieutenant.**

1. METHODS

a. WATCH PREFERENCE BIDS

1. All watch preference bids will be processed prior to Preferred Weekend RDO bids, and will take precedence over Preferred Weekend RDOs, based on the employee's established seniority and availability of assignments. There shall be sixty percent (60%) of the qualifying Correctional Officer shift assignments allotted on each watch according to seniority at each institution, excluding the following:

- i. Sick leave relief positions;**
- ii. Vacation relief pool.**

- 1. For purposes of determining assignments on each watch, those institutions comprised of multi-facilities will be considered as one entity.**
- 2. Management retains the right to determine individual assignments.**
- 3. Failure to submit a watch preference bid shall preclude the employee from participating in the Preferred Weekend RDO Program.**
- 4. Participation in the Preferred Weekend RDO Program is voluntary.**

a. PREFERRED WEEKEND REGULAR DAYS OFF (RDOs) PREFERENCE BIDS

1. Preferred weekend regular days off (RDOs) preference bids will be processed after watch preference bids have been determined, based on the employee's established seniority, eligibility and availability of assignments.

2. Definitions:

- i. Bid Period: A one (1) year time frame commencing with the annual RDO bid process.**
- ii. Qualifying Shift Assignment: Any authorized assignment with RDOs of Friday/Saturday, Saturday/Sunday or Sunday/Monday listed on the Master Assignment Roster after it has been reconciled with the Post Assignment**

- Schedule and the Governor's Budget, except: 1) sick leave relief assignments; 2) vacation relief assignments; 3) camp; 4) community correctional facility; 5) parole region; 6) headquarters division; and 7) California Institution for Men (CIM), Avenal State Prison (ASP), and Folsom State Prison (FOL).
- iii. **60/40 Split:** There shall be sixty percent (60%) of the Correctional Officer Preferred Weekend RDOs (Friday/Saturday, Saturday/Sunday, Sunday/Monday), assigned on each watch at each institution based on seniority.

1. The assignment of an employee to a specific post with weekend RDOs will continue to be at management's discretion.
2. An employee assigned a Preferred Weekend RDO shall remain in the assigned RDO until the next open bid period.

a. ELIGIBILITY

1. This provision does not abridge management's right to determine if an employee possesses the knowledge, skills, abilities and other necessary and desirable qualifications for any assignment. The eligible employee must maintain the necessary qualifications and requirements of any assignment into which that employee is placed resulting from the employee's participation under this system.
2. Participation in the Preferred Weekend RDO bid process is limited to eligible employees. An eligible employee:
 - i. Must be a permanent full-time Correctional Officer; apprentices are excluded.
 - ii. Must be permanently assigned to and working at the institution. Eligible employees may participate only in their institution's Preferred Weekend RDO bid process. There shall be no intra-institution bidding on RDO assignments by personal preference.
- ii. Employees who laterally transfer on or before November 1 will be permitted to participate in the bid process.
- iii. In order to participate and maintain rights and privileges in this section, the employee must maintain an acceptable overall performance rating during the entire bid period. An acceptable overall rating is defined as a rating of standard or better in all performance categories. Thus, an improvement

needed or unacceptable rating in any performance category is substandard performance for the purposes of the RDO process, regardless of the number of categories in which the employee receives a standard or above standard rating.

In order for a substandard performance evaluation to be applicable to this section, the performance evaluation must clearly substantiate the performance concerns, in writing, which support the below standard rating in the performance category. Additionally, the performance concerns must have been discussed with the employee prior to issuance of the performance evaluation.

- i. In order to participate and maintain rights and privileges in this section, the employee must be free from performance related adverse personnel actions (e.g., inattentiveness on the job, insubordination, excessive force toward an inmate, ward, or parolee, etc., but not sick leave abuse, off-duty conduct, etc.). Upon the initial implementation of the RDO process at each institution, previous year adverse personnel actions will not be considered for the purposes of eligibility.**
- ii. An otherwise eligible employee absent from the work site during the bid process for such reasons as NDI, Worker's Compensation, leave of absence, annual military leave, etc., may participate in the RDO bid process. Employees who are successful in obtaining a Preferred RDO must assume the RDOs within one hundred twenty (120) calendar days of posting of the bid results. Until such time as the employee assumes the RDOs, they temporarily revert to management.**

In the event the employee is unable to assume the RDOs within the one

hundred twenty (120) calendar days, the employee will be placed in an assignment at management's discretion, commensurate with the employee's watch preference.

a. IMPLEMENTATION

- 1. Initial implementation for calendar year 1993 will be in accordance with the adjusted timetable. Subsequent implementation (Calendar Year 1994 and 1995) of the bid process will follow the revised, agreed-upon timetable.**
- 2. The month of October, annually, is the open bid period for those employees who are eligible and wish to participate in the Watch Preference and Preferred Weekend RDO Program. The Personnel Assignment Office shall post an updated seniority roster no later than October 1 to allow interested employees an opportunity to review their established seniority.**

All approved bid request forms must be completed for both watch and RDOs and submitted to the Personnel Assignment Office no later than close of business on November 1. (Should November 1 fall on Saturday or Sunday, bid request forms will be accepted through the close of business on the following Monday.) Bid request forms shall be date-stamped to verify receipt.

- 1. Unless otherwise contested by October 15, an employee's seniority, as posted on October 1, shall determine the employee's placement in the Preferred Weekend RDO Program. (Refer to Subsection B.6.f.) The final RDO assignments will be published via the personnel movement sheet in January of each year.**
- 2. An employee may voluntarily withdraw from participation in the Watch and Preferred Weekend RDO Program by submitting a written request to the Personnel Assignment Lieutenant. The employee who withdraws from RDO program participation will be assigned RDOs at management's discretion.**
- 3. Failure on the part of an employee to submit a watch/RDO preference request form by close of**

business on November 1, annually, shall result in a no-preference indicated (NPI) for the employee. The employee will be assigned a watch and RDOs at management's discretion.

- 4. Eligible employees who are not placed in any preferred weekend RDO, because of insufficient seniority during the open bid period, will not be considered for a preferred RDO position until the next open bid period.**
- 5. A waiting list will be established with those employees who have been removed from a preferred RDO as a result of a correction to a seniority date or due to management error in assigning Preferred Weekend RDOs, consistent with MOU Section 12.08 B.6.f.**
- 6. Employees who laterally transfer after November 1 will be precluded from the RDO bid process until the next open bid period.**
- 7. At the time employees submit their watch preference requests, eligible employees shall also indicate their interest in being considered for Preferred Weekend RDOs. As watch assignments are made, eligible employees will be placed into available Preferred Weekend RDOs commensurate with their watch preference.**
- 8. Sixty percent (60%) of all Preferred Weekend RDOs will be filled on a seniority basis on each watch. Management at each institution will calculate this number, in conjunction with the local CCPOA Chapter President. An example would be if there are twenty (20) Friday/Saturday positions at an institution, twelve (12) positions would be available for use under the preferred RDO program. The identification of the specific assignment within the sixty percent (60%) will continue to be determined at management's discretion.**
- 9. RDOs of the designated weekend day RDO preference assignment positions will not normally be realigned once the assignments have been made. If a realignment becomes necessary based upon a major program or major operational need, local management will meet and discuss any potential change with CCPOA prior to implementation of such realignment.**

a. MAINTENANCE

The following steps will be adhered to regarding maintenance of the system after the initial Preferred Weekend RDO assignments have been made:

- 1. Short term absences of not more than one hundred twenty (120) calendar days from the employee's**

Preferred Weekend RDO assignment, including special assignments, injuries on the job, and acting assignments, will not preclude the employee's return to the assignment during the next personnel movement sheet cycle after being determined qualified to resume such duties.

- i. If the absence was more than one hundred twenty (120) calendar days, the Appointing Authority may authorize an employee's return to the RDOs if the absence was generated by a management decision.**
- ii. An employee exceeding the one hundred twenty (120) calendar day limit for an absence due to EIDL will be assigned to the same RDOs for the remainder of the bid period.**
- iii. An employee exceeding the one hundred twenty (120) calendar day limit for any other reason will be assigned commensurate with his/her watch preference.**

- 1. The application of this provision shall not interfere with management's need to ensure an ethnic and gender balanced work force for the respective institution, nor shall it restrict or interfere with management's expectations for the normal training and development of employees.**
- 2. An employee may be removed from the Preferred Weekend RDOs upon receipt of the final copy of a substandard performance evaluation. Such movement will be on the same watch, without regard to RDOs for the remainder of the bid period. Removal of the employee must be approved by the Appointing Authority on a case-by-case basis. The employee will be permitted to bid in the subsequent bid period.**
- 2. An employee shall be removed from the Preferred Weekend RDOs upon the effective date of an 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. The employee shall be excluded from participating in the subsequent bid period.**
- 3. If for some reason, other than specified previously, it becomes necessary to job change an employee who has exercised his/her eligibility for a Preferred**

Weekend RDO assignment, that employee shall be job changed to a new post possessing the same Preferred Weekend RDOs on the same watch.

4. Management retains the discretion to place the Chief Job Steward in an assignment on second watch with Saturday/Sunday RDOs unless the Chief Job Steward specifically requests alternate days off. The Chief Job Steward's assignment to a second watch position shall not be precluded by the seniority provisions outlined in this procedure. These assignments will be made consistent with the intent of Section 2.06 of the Unit 6 MOU. The assignment of the Chief Job Steward to Saturday/Sunday RDOs shall be included in the sixty percent (60%) portion of Preferred Weekend RDOs. Regular job stewards will bid on Preferred Weekend RDOs based upon seniority and not their job steward status.

a. **CONTESTED SENIORITY DATES:**

1. An employee alleging seniority scores computed in error shall submit his/her complaint to the second level of review within fifteen (15) days of seniority scores being published. The second level shall be the final level of review in the grievance process.
2. Errors in favor of the employee will result in the adjustment of the employee's seniority date. The employee shall have a right to Preferred Weekend RDO selection if the seniority score would have originally resulted in appropriate Preferred Weekend RDO placement.
3. Placement of an employee in a Preferred Weekend RDO assignment due to the discovery and correction of a seniority date computed in error shall not be grievable by the employee being replaced. However, that employee has the right to go on a waiting list for the next available weekend day RDO slot matching the employee's bid.

A. **EVALUATION PROCESS**

In order to accurately assess the effects of this program on institutional operations, the below listed standards of measurement have been identified for use by each institution.

1. **AFFIRMATIVE ACTION/GENDER BALANCES**

The Personnel Assignment Lieutenant will maintain a record of the ethnic and gender balances by section/unit on a quarterly basis. The Personnel Assignment Lieutenant will report if the program enhances

or detracts from management's ability to achieve a balanced work force.

2. APPRENTICESHIP

The Personnel Assignment Lieutenant, in conjunction with the In-Service Training Manager, will identify any positive or negative impact on the Apprenticeship Program resulting from the Preferred Weekend RDO Program.

3. EMPLOYEE GRIEVANCES

- a. Each institution will determine the total number of grievances filed by officers relative to assignments, watches and RDOs for the twelve (12) month period preceding implementation of the Preferred Weekend RDO Program.
- b. Each institution will determine the total number of grievances filed by officers regarding the Preferred Weekend RDO Program after implementation, on a quarterly basis.

The Personnel Assignment Lieutenant will collect all of the reports and information previously mentioned and compile them into one report. This report will be utilized to compare information from previous years to indicate any negative or positive impact on the institution resulting from this program.

The CDC and CCPOA will share all published reports generated from information gathered.

1. EVALUATION AND MONITORING

- a. Institutions will establish an evaluation system to monitor the Preferred Weekend RDO Program. This process will measure and evaluate any positive/negative impact to the general operation of the institution.

D. This section shall remain in effect until Personnel Preferred Assignment Procedure (PPPA) is implemented at the applicable locations in accordance with Article XII, Section 12.07.

12.09 Layoff and Reemployment

A. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of the economy to reduce the number of permanent and/or probationary employees in the Departments of Corrections, Youth Authority and Mental Health, the State may lay off employees pursuant to this section and DPA/SPB Law and Rules which are not superseded by this section.

B. Order of Layoff

Layoff shall be made in order of seniority pursuant to Government Code Sections 19997.2 through 19997.7 and applicable Department of Personnel Administration rules except as superceded by this MOU. Seniority scores shall be determined pursuant to Section 12.01 of this MOU. In determining seniority scores, one (1) point shall be allowed for each qualifying monthly pay period of full-time State service in Unit 6, regardless of when such service occurred. A pay period in which a full-time employee works eleven (11) or more days will be considered a qualifying pay period, except that when an absence from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive work days falls within two (2) consecutive qualifying pay periods, the second pay period shall be disqualified.

C. Employees compensated on a monthly basis shall be notified in writing thirty (30) calendar days in advance of the effective date of the layoff. Where the notices are mailed, the beginning of the thirty (30) calendar day period will be determined by the postmark of the notice. Notice of the layoff shall be sent to CCPOA. The reason for the proposed layoff, the anticipated classifications affected, the number of employees in each class, the estimated number of surplus employees in each classification, and the proposed effective date of the layoff, will be clearly stated in the layoff notice sent to CCPOA and the employee.

D. Transfer or Demotion in Lieu of Layoff

The State may offer affected employees a transfer or a demotion, in lieu of layoff, to another position deemed appropriate by the Department, pursuant to Government Code Section 19997.8 through 19997.10 and applicable Department of Personnel Administration Rules. If an employee refuses a transfer or demotion, the employee may be laid off from State service.

E. Whenever the State determines it necessary to lay off employees, the State shall meet and confer in good faith with CCPOA regarding the impact of said layoff(s) and alternatives to the layoff(s). The State and CCPOA shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, job sharing, and unpaid leaves of absence.

F. In accordance with Government Code Section 19997.11 and 19997.12, the State shall establish a re-employment list by class for all employees who are

laid off. Such lists shall take precedence over all other types of employment lists for the classes in which the employees are laid off. Employees shall be certified from department or subdivision re-employment lists in accordance with Section 19056 of the Government Code.

- G. An appeal of any portion of this layoff provision shall solely be through the procedures established in Government Code Section 19997.14 and shall not be subject to the grievance and arbitration Article of this MOU.

ARTICLE XIII

HEALTH AND WELFARE

13.01 Health Benefit Plan

- A. The State and the Union agree to retain the current dollar amount contributions for health through December 31, 1998. Effective January 1, 1999, the State agrees to pay the following health benefit plan contributions:
1. The State shall pay up to \$146.72 per month for coverage of an eligible employee under any of the health benefit plans administered by PERS.
 2. The State shall pay up to \$330.72 per month for coverage of an employee plus one (1) dependent under any of the health benefit plans administered by PERS.
 3. The State shall pay up to \$451.72 per month for coverage of an employee plus two (2) or more dependents under any of the health benefit plans administered by PERS.
- A. For purposes of this section, "eligible employee" shall be defined by the PERS.
- B. If the monthly cost of any of the health benefit plans administered by PERS exceeds the State's maximum contribution as set forth in Subsection A. above, the employee shall pay the difference.
- C. For State employees hired on or after January 1, 1989, the portion of the employer contribution toward post-retirement health benefits will be based on credited years of service at retirement pursuant to Government Code Section 22825.3 (see Appendix Item #10). The minimum number of years of State service at retirement to establish eligibility for any portion of the employer contribution is ten (10) years. This section applies only to State employees who retire under a service retirement.
- D. The State agrees to cover PIEs with health benefits the first day of the pay period following graduation from the Academies of the Department of Corrections and the Department of the Youth Authority. This coverage is to be applied to the control period that the graduation date is in; and the eligibility continues through the following control period. Thereafter, PIEs must work a minimum of four hundred eighty (480) hours in each control

period as established by PERS to continue coverage, pursuant to Section 22822.

13.02 Dental/Vision ERISA Trust

- A. The State and the Union agree to retain the current dollar amount contributions for dental and vision through December 31, 1998.**
- B. Effective January 1, 1999, the State agrees to provide CCPOA the net sum of \$44.33 per month per eligible employee for the duration of this agreement to provide a dental benefit through the CCPOA Trust. The employee will be required to pay any premium amount for the CCPOA-sponsored dental and/or vision plans in excess of the State's contributions.**
- C. Effective January 1, 1999, the State Employer will provide the sum of \$8.98 per eligible employee to provide a vision benefit through the CCPOA Trust.**
- D. Eligible employees are defined as:**
 - 1. All permanent employees employed at half-time or more for over six (6) months;**
 - 2. Qualifying PIEs. PIEs will be eligible to receive dental and vision benefits the first day of the pay period following graduation from the Academies of the Department of Corrections and the Department of the Youth Authority. This coverage is to be applied to the controlled period that the graduation date is in; and the eligibility continues through the following control period. Thereafter, PIEs must work a minimum of four hundred and eighty (480) hours in each control period, as established by PERS, to continue coverage, pursuant to Government Code Section 22822;**
 - 3. Limited-term or TAU appointees with prior continuous permanent service.**
- A. CCPOA shall hold the State of California harmless for any legal actions that may arise from CCPOA's administration of the Dental/Vision Trusts.**

13.03 Employee Assistance Program

- A. The State recognizes that alcohol, drug abuse and stress may adversely affect job performance and are treatable conditions. The intent of this section is to assist an employee's voluntary efforts to receive treatment or counseling on a variety of substance-related or stress-related problems so as to retain or recover his/her value as an employee. As a means of correcting job performance problems, the State will normally refer employees who need assistance to obtain treatment or counseling on substance-related or stress-related problems, such as marital, family, emotional, financial, medical, prescription drug, legal or other personal problems. This is intended solely as a referral system.**
- B. In an effort to keep records concerning an employee's referral and/or treatment for substance-related or stress-related problems confidential, such records shall not be included in the employee's personnel file.**

- C. The State shall continue to provide confidential professional counseling benefits to all employees and their dependents, at the same level of benefits, including the same confidentiality protections as are presently provided employees and dependents. Up to seven (7) sessions per problem type per contract year shall be made available at no cost to the employee. There shall be no charge to employees or family members except for extended counseling (beyond the seven [7] sessions per problem type per contract year) which, if needed, is to be specifically and personally arranged between the employee and the counselor.**
- D. If an employee desires counseling and wishes to maintain total confidentiality, he/she should call the independent Employee Assistance Program (EAP) vendor directly or CCPOA for assistance. The independent EAP vendor's number is (800) 632-7422. If this number for some reason has changed and/or is no longer in service, please be sure to call your local CCPOA office for the current provider number. CCPOA's numbers are (800) 821-6443 and (916) 372-6060 for its Northern office; (800) 832-1415 and (209) 456-8092 for its Central office; (800) 221-7397 and (909) 980-6376 for its Southern office; (800) 468-0342 and (760) 342-5514 for its Indio office; and (888) 592-3213 and (805) 328-0695 for its Bakersfield office.**
- E. Should an employee contact the local EAP Coordinator for help, the EAP records concerning the employee's problems are considered confidential and shall not be included in the employee's personnel file. The local EAP Coordinator shall not be a Peace Officer employee.**
- F. The State and CCPOA shall form a Joint Labor/Management Committee to study common avenues of approach in preventing substance abuse problems among employees.**
- G. The DPA and CCPOA shall engage in labor/management discussions to study the feasibility of integrating the benefits of the Employee Assistance Program with the health benefits plan administered by CCPOA.**

13.04 Flexible Benefit Program

- A. The State agrees to provide a Flexible Benefits Program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. These sections allow the employee to participate in DEPCARE and/or Health Care Reimbursement Account. All participants in the FlexElect Program shall be subject to all applicable Federal statute and related administrative provisions adopted by the Department of Personnel Administration (DPA). All eligible employees must work one-half (½) time or more and have permanent status or if a limited-term or TAU appointment, must have mandatory return rights to a permanent position.**
- B. Employees may enroll in the Flexible Benefits Program and participate in all of the options with the exception of the cash option in lieu of dental insurance.**
- C. Permanent Intermittent Employees (PIEs) may only participate in the pre-tax premium and/or the cash option for medical insurance. PIEs choosing the**

pre-tax premium must qualify for State medical and/or dental benefits. PIEs choosing the cash option will qualify if they work at least one-half (½) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred and eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

This section is not grievable or arbitrable.

13.05 Long-Term Care Insurance Plans

Employees in classes assigned to Bargaining Unit 6 are eligible to enroll in the Long-Term Care Insurance Program offered by the Public Employees Retirement System. The employee's spouse, parents, and the spouse's parents are also currently eligible to enroll in the plans, subject to the underwriting criteria specified in the plan.

The long-term care insurance premiums and the administrative cost to the Controller's Office shall be fully paid by the employee and are subject to payroll deductions.

Nothing herein prevents the PERS from altering or modifying the terms of the plan or premiums at any time.

13.06 Industrial Disability Leave

- A. For periods of disability commencing on or after January 1, 1993, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) work days after the date of the reported injury.**
- B. In the event that the disability exceeds twenty-two (22) work days, the employee will receive sixty-six and two-thirds percent (66 ⅔%) of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.**
- C. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to match, but not exceed, full net pay. Full net pay is defined as the net pay the employee would have received if he/she had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.**
- D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State**

- employee who is a member of either the PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.
- E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in Government Code Section 19863, except that no employee will be allowed to supplement TD payments in an amount which exceeds the employee's full net pay as defined above.
 - F. In the event that an employee is determined to be "permanent and stationery" by his/her physician before the IDL benefit is exhausted, but is unable to return to work, he/she must agree to participate in a vocational rehabilitation program. Refusing to participate will result in immediate suspension of the IDL benefit.
 - G. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

13.07 Alternate Pre-Retirement Death Benefit

The following is the pre-retirement death benefit established pursuant to the below-listed government codes:

21365.55 Notwithstanding any other provisions of this article requiring attainment of the minimum age for voluntary service retirement to him or her in his or her last employment preceding death, upon the death of a State member on or after January 1, 1992, who is credited with twenty (20) years or more of State service, the surviving spouse, or eligible children, if there is no eligible spouse, may receive a monthly allowance in lieu of the basic death benefit. The board shall notify the eligible survivor, as defined in Section 21365.5, of this alternate death benefit, which will be funded from the amount which would have been otherwise payable as the basic death benefit and from the amount of employer contributions which would be attributed to the State member's period of compensated service. The board shall determine the present value of the total amount which shall fund this alternate death benefit for the survivor, and then calculate the monthly allowance which shall be payable under the terms and conditions of Section 21365.5.

22811.6 (a) A family member who shall receive an allowance as the survivor of a State member, as provided by Section 21365.55, may elect to continue to be covered by the health benefits plan and dental care plan. A family member who elects to continue such coverage shall assume payment of the total premium costs plus an additional two percent of the contribution payments to cover the administrative

costs incurred by the board and the Department of Personnel Administration in administering this section.

(b) No person, other than the unborn child of the member, may be enrolled as a family member when a monthly allowance under Section 21365.55 is payable unless the person is enrolled as a family member on the date of the death of the member.

22957.5 A family member who shall receive an allowance as the survivor of a State employee, as provided by Section 21365.55, may enroll in a dental plan. A family member who elects to enroll shall assume payment of the total premium costs plus an additional two percent of the contribution payments to cover the administrative costs incurred by the board and the Department of Personnel Administration in administering this section.

13.08 Member Retirement Contribution Rate for Peace Officers

Member contributions to the Public Employees' Retirement System (PERS) shall be based on eight percent (8%) of the compensation in excess of eight hundred and sixty-three (\$863) dollars per month for employees who are in the Peace Officer/Firefighter member category. This contribution rate shall become effective April 1, 1995.

13.09 Survivor's Benefits

The State agrees to cover Bargaining Unit 6 Peace Officers with the third tier of the 1959 Survivors' Benefits at no cost above the \$2 existing rate.

ARTICLE XIV

ALLOWANCES AND REIMBURSEMENTS

14.01 Business and Travel

A. This section becomes effective on ratification of the MOU. The State and Union agree that unless otherwise specifically covered by the Contract, the business and travel expenses and reimbursements for unit employees shall be the same as for excluded employees and shall be reimbursed in accordance with existing Department of Personnel Administration Rules applicable to excluded employees AND as set forth below:

- 1. For continuous short-term travel of more than twenty-four (24) hours, the employee will be reimbursed for actual costs up to the maximum**

allowance for each meal, incidental, and lodging expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure. Each item of expense of \$25 or more must be substantiated by providing a receipt for same. The maximum reimbursement allowance for meals shall be at the following rates:

Breakfast \$ 6.00

Lunch 10.00

Dinner 18.00

Incidentals 6.00 (Every full 24 hours of travel)

Total \$40.00

The reimbursement allowance for receipted lodging shall be at the following rates:

(a) Statewide, with a Actual lodging up

lodging receipt: to \$79 plus taxes*

(b) State sponsored conferences, Actual lodging up

conventions, business to \$110 plus taxes* meetings, and training.

Requires prior Appointing

Authority approval (with a

lodging receipt):

(c) Non-State sponsored conferences, Actual lodging

conventions, business meetings, at prevailing market

and training. Requires prior rates as approved

Appointing Authority approval by the Appointing

(with lodging receipt): Authority.

***Reimbursement of lodging expenses in excess of specified amounts, excluding taxes, requires prior written approval from the Appointing Authority.**

2. For travel which is the last fractional part of a period of short-term travel of more than twenty-four (24) hours, the actual costs up to the maximum allowance for meals or lodging will be paid provided the travel time meets the following requirements. Each item of expense of \$25 or more must be substantiated by providing a receipt:

Breakfast: Breakfast may be claimed if travel began at or prior to 6:00 a.m. and terminated at or after 9:00 a.m.

Lunch: Lunch may be claimed if travel began at or prior to 11:00 a.m. and terminated at or after 2:00 p.m.

Dinner: Dinner may be claimed if travel began at or prior to 4:00 p.m. and terminated at or after 7:00 p.m.

Lodging: Lodging may be claimed if travel is extended overnight.

If the twenty-four (24) hour allowance provides a reimbursement for a meal, the application of this paragraph shall not result in a duplicate meal allowance for a meal that has already been reimbursed.

3. For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual costs up to the maximum allowance as set forth in Section A.1. above for breakfast, dinner and lodging allowances if the employee's travel time meets the criteria as set forth in Section A.2. above for each individual item. Each item of expense of \$25 or more must be substantiated by providing a receipt. No reimbursement will be allowed for lunch or incidentals.
4. An employee may not claim meal, incidental or lodging expenses within fifty (50) miles of his/her headquarters. An employee may not claim lodging expenses within fifty (50) miles of his/her primary residence. Meal expenses may be claimed in accordance with Sections A.1. through 3. above if such expenses are reasonable.
5. Noncommercial travel reimbursement is abolished. When the employee uses noncommercial overnight lodging facilities such as, but not limited to, house trailers, camping equipment or when staying with friends or relatives, they will be eligible to claim meals only.
6. An employee on long-term field assignment who maintains a separate residence in the headquarters area may claim long-term subsistence rates of \$24 for meals and incidentals and \$24 for lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$24 for meals or \$24 for lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor. Alternatively, based on approval of the Appointing Authority, employees may be reimbursed up to \$1,130 per month for receipted rent and utilities and \$10 per twenty-four (24) hour period for

meals and incidentals. Meals in this option may be reimbursed at the rate of \$10 for periods of twelve (12) to twenty-four (24) hours at the long term location and \$5 for periods of less than twelve (12) hours at the long term location. Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration.

7. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of \$12 for meals and incidentals and \$12 for lodging for travel of twelve (12) hours up to twenty-four (24) hours; either \$12 for meals or \$12 for lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor. Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration.
8. **Mileage Reimbursement:**

- a. When an employee is authorized by his/her department head or designee to operate a privately owned automobile on State business, even though a State vehicle is available, the employee will be allowed to claim 31 cents per mile.
 - b. **Specialized Vehicles:** An employee who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only a specially equipped or modified vehicle may claim up to 24 cents per mile without certification or up to 37 cents per mile with certification. Supervisors who approve claims pursuant to this subsection have the responsibility of determining the need for the use of such vehicles.
 - b. **Private Aircraft Mileage:** Reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile.
 - c. **Mileage to/from a common carrier:** When the employee's use of a privately-owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one (1) hour before his/her regularly scheduled work day, or on a regularly scheduled day off, mileage may be computed from his/her residence to the common carrier. If the employee ends travel one (1) hour after his/her regularly scheduled work day, or on a regularly scheduled day off, mileage may be computed from the common carrier to his/her residence. Employees may claim and be reimbursed for vehicle expenses up to 31 cents per mile.
1. **Out-of-State Subsistence Allowance:** For short-term out-of-state or out-of-country travel, State employees will be reimbursed actual lodging expenses, supported by voucher or receipt. Out-of-state meal

and incidental expenses will be reimbursed as specified in Section A.1. through 4. above. Out-of-country meal and incidental expenses may be claimed in accordance with the Federal Government meal and incidental rates for foreign travel. Failure to furnish lodging receipts will limit reimbursement to the noncommercial lodging rate specified in Section A.5. above. Long-term out-of-state travel will be reimbursed according to Section A.6. and A.7. above. Long-term out-of-country travel will be reimbursed in accordance with Section A.1. through 7. above.

2. **Parking Fees:** The State agrees to reimburse parking fees, without a receipt as provided in DPA Rule 599.625.1, up to \$10, for any one (1) continuous period of parking.
 3. **Premiums:** An employee who receives premiums, credits or bonuses from airlines or hotels/motels must use them on State business. If premiums cannot be used on State business they must be surrendered to the employee's accounting office.
 4. The Director of the Department of Personnel Administration or designee may grant exceptions to these provisions.
10. During the term of this MOU, the State agrees to apply any future changes in the method of payment and increases to business and travel expenses to employees at the same time the changes are effective for excluded employees.

14.02 Overtime Meal Benefits and Allowances

- A. Overtime meal allowances are granted when an employee is required to work in excess of two (2) hours past their normal work day. If the employee is required to work for more extended periods of time, he/she may be allowed to gain an additional meal allowance for each additional six (6) hour period. No more than three (3) overtime meal allowances will be claimed during any twenty-four (24) hour period. Overtime must be through the approved procedure.
- B. Employees shall be provided an overtime meal ticket with the date of issue and time recorded on the meal ticket. For reimbursement purposes, the value of the first and third overtime meal allowances issued during any twenty-four (24) hour period shall be \$6 without receipts; and the value of the second meal ticket issued during overtime shall be \$3 without receipts. Employees issued meal tickets may receive reimbursement for the meal ticket by attaching the meal ticket to a State Form 262 Travel Expense Claim. Employees not issued meal tickets need only state on Form 262 what date and times they worked the overtime and earned the overtime meals. The form must be submitted within ninety (90) calendar days of issuance using the date on the meal ticket.
- C. The State shall issue the meal ticket on the day in which it is earned.
- D. The value of the meal ticket at the institution's snack bar or dining room shall be established by management after consulting with the CCPOA local

- chapter but will be sufficient to purchase a complete hot meal. This may be higher than the reimbursement figure contained in paragraph B. above.
- E. If an employee chooses to use the meal ticket at the employees' snack bar or dining room the employee must use it within ninety (90) calendar days of issuance using the date on the meal ticket.
 - F. If, during the term of the MOU, the rates for non-represented employees increase, the proportionate adjustments will be made to this provision for Unit 6.
 - G. The provision of this section becomes effective upon ratification by the Legislature and the Union.

14.03 Moving Expenses

All current rules and regulations applicable to State reimbursement of moving and relocation expenses for excluded employees shall apply to rank and file employees.

14.04 Uniform/Uniform Accessories Replacement Allowance

- A. The parties agree that it is in the best interest of all concerned for employees who are required by the State to provide and wear uniforms and uniform accessories, to maintain those uniforms and accessories in a clean and neat condition. To this end, so that employees shall appear at the work site in uniforms/uniform accessories which are neat, clean and in good repair at all times, the State will provide a uniform/uniform accessories replacement allowance.
- B. Except for MTAs, when the State employer requires a uniform and uniform accessories to be worn and when the conditions above are met, the State employer will provide a uniform/uniform accessories replacement allowance determined by 1., 2., or 3. below:
 - 1. A permanent employee required to wear a uniform and uniform accessories on a full-time basis: \$520 in contract year 1991/92 to be paid annually using September 1 as the annual anniversary date of all employees eligible under this provision. During the 1992/93, 1993/94 and the 1994/95 fiscal years, the annual uniform allowance shall be increased to \$530 per year, to be paid annually using September 1 in CDC and CYA.
 - 2. A permanent employee required to wear a uniform and uniform accessories on less than a full-time basis: \$300 in contract year 1991/92, to be paid annually using September 1 as the annual anniversary date for payment of all employees eligible under this provision. During the 1992/93, 1993/94, and 1994/95 fiscal years, the uniform allowance under this subsection shall be increased to \$310 per year.

3. **If a permanent full-time employee works fifty percent (50%) or more of the contract year, in uniform, said employee shall be paid the full amount required in paragraph B.1. above. If an employee works less than fifty percent (50%) of the contract year, in uniform, said employee shall be paid the full amount stated in B.2. above.**
4. **If an employee, who otherwise meets the conditions in B.1. or B.2. above, promotes or transfers out of the uniform class or otherwise leaves said uniform class, he/she shall receive a prorated share of the annual uniform allowance for which he/she is qualified.**
 - A. **"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.**
 - B. **The State shall provide eligible employees an allowance for the initial purchase of uniform and uniform accessories required as a condition of employment, upon the successful completion of their probationary period.**
 - C. **The Department of the Youth Authority, Youth Correctional Officers, and all Camp Correctional Peace Officers shall wear uniforms/style, color and design as determined by the CYA, but with CYA shoulder patches and state-issued departmental badge. The purpose of this section is for the ready identification and safety of Youth Correctional Officers and Camp Correctional Peace Officers in the field.**
 - D. **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 20022.**
 - E. **All other State laws, rules and departmental policies regarding uniform allowance shall remain in effect.**
 - F. **PIEs in a uniform class who work one thousand forty (1,040) hours or more shall receive the full uniform allowance. All others will be computed by the existing laws and rules.**
 - 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 the personal vehicle parked on the grounds, the employee will be allowed to use State time to obtain the clothing.

I. Medical Technical Assistants (MTAs)

- 1. Smocks: The State shall provide each full-time permanent MTA with six (6) distinguishable smocks. The smocks shall be provided with appropriate departmental shoulder patches, State-issued cloth departmental badge and departmental badge, and the gold and black caduceus badge. The smock for the Department of Corrections and Department of Mental Health shall meet CDC Departmental Operations Manual specifications for uniforms. The smock for the Department of the Youth Authority shall meet the Youth Authority Administrative Manual specifications for uniforms.**
 - a. The State-provided clothing shall be department-owned property.**
 - b. Maintenance (i.e., laundry and repair of small tears in the fabric) shall be the responsibility of the employee to whom the clothing is issued.**
 - c. The Department shall replace worn or badly damaged smocks.**
 - d. Employees issued MTA smocks shall be held responsible for the loss of and/or damage to said smocks other than that incurred as a result of normal use, wear, or through no fault of the employee.**
 - e. MTAs who possess the EMT-1 Certificate shall be allowed to wear the EMT Star of Life badge. The Department shall work out an appropriate location on the uniform for placement of this badge. Alternatively, the Department may allow an EMT-1 rocker patch to the present caduceus.**
 - f. Each MTA who possesses a psychiatric technician license, registered nurse license, and/or advanced cardiac life-support certificate may add an additional rocker(s) to the caduceus patch to indicate these additional training achievements.**
 - g. The State and CCPOA shall convene a joint labor/management committee to design the above patches.**

- 1. Uniform Pants: Uniform pants shall be worn with the departmentally provided smock. These pants shall be khaki in color and made of cotton polyester twill with optional "cargo pocket" and "wash and wear."**
 - a. MTAs wearing the prior-approved green pants may do so until those pants either wear out or until July 1, 1999, whichever occurs first.**

- b. All permanent MTAs within the CDC shall only wear black boots and/or shoes with departmentally approved MTA distinguishable clothing. Shirts worn under the smock/jumpsuit must be of a solid color with no lettering, pictures or writing. Said items of apparel shall be purchased at the employee's own expense.
-
- 1. Jumpsuits: MTAs shall be allowed to purchase departmentally-approved "paramedic" jumpsuits, subject to the provisions of paragraph K.5. The employee shall purchase and attach the appropriate departmental shoulder patches, cloth badge, the gold and black caduceus badge, and any other approved patches.
 - a. The department-approved jumpsuit shall be authorized for wear in the same areas as correctional officers are permitted by their Appointing Authority to wear jumpsuits.
 - b. The jumpsuit shall be a standardized, paramedic jumpsuit. The jumpsuit shall be khaki in color and shall have removable sleeves for summer wear. Additionally, the jumpsuit shall have two chest pockets with zipper closures, two medium cargo hip pockets with closures, and two flat-cut cargo pockets with closures.
 - c. If a department has allowed MTAs to wear jumpsuits of a different type or color than those authorized pursuant to this section, the MTA shall be allowed use of the present jumpsuit until it wears out or July 1, 1999, whichever occurs first.
-
- 1. Jacket: The State shall permit MTAs to wear the departmental three-quarter length, four-pocket parka, if and when approved, or windbreaker with appropriate departmental insignia, cloth badge and caduceus patch, at the employee's option and expense.
 - 2. MTA Uniform Allowance Amount: A permanent MTA shall be reimbursed up to \$90 annually for the purchase of uniform pants or the departmentally-approved jumpsuit. The employee must submit receipts in order to receive this reimbursement.
 - 3. MTA Uniform Payment Dates: MTAs shall receive their initial full uniform payment no later than thirty (30) calendar days following successful completion of their probationary period. Thereafter, they shall receive their annual payment no later than thirty (30) calendar days from January 1.

Note: Employees completing probationary periods of less than twelve (12) months receive the full allowance; however, they do not begin earning subsequent uniform allowance until they have worked a total of twelve (12) qualifying pay periods. For example: An employee who completes a six (6) month probation on March 31 must work six (6) additional qualifying pay periods (April-September) to satisfy the full allowance paid at the

completion of probation. The reimbursement for the remainder of the calendar year is for the three (3) month period October-December.

14.05 Badges

- A. The State shall provide a badge for each CDC employee having Peace Officer status. The Department of Youth Authority and the Department of Mental Health agree that badges issued on a permanent basis shall be comparable in size and quality to those now issued by CDC.**
- B. The State agrees that an optional belt badge may be purchased by Parole Agents subject to the procedures established by the State. All other Bargaining Unit 6 Peace Officers may purchase up to two (2) additional badges, either a wallet or dome badge, at their own expense.**
- C. Badge size, design, and circumstances specifying badge use and purchase will be determined by the State.**
- D. When the Unit 6 Peace Officer retires from State service, the CDC/CYA Peace Officer will be provided a flat badge in retired status in an appropriate case with a clear slot for the also presented retiree identification. Both departments shall be responsible for ensuring that an appropriate retired status designation is affixed to the badge. If a Unit 6 Peace Officer retires and relinquishes the optional badge to the Department, that department shall reimburse the Peace Officer for the optional badge at the current, fair market value.**

The Department of the Youth Authority shall be allowed to exhaust its present stock of dome badges before implementing this section with the flat badge.

- E. When the Unit 6 Peace Officer separates from State service, for other than retirement purposes, the Peace Officer shall relinquish the provided badge to the Appointing Authority's designee. The separating Peace Officer shall relinquish any optional badge he/she may have, and the State shall reimburse the separating Peace Officer for the optional badge at the current, fair market value.**
- F. Youth Authority Field Parole Agents, Youth Correctional Officers, Transportation Officers and Camp Correctional Peace Officers in the CYA will be issued badges by the CYA.**
- G. Correctional Counselors shall be allowed to wear a belt badge while on duty.**
- H. When the State determines that a badge becomes so worn that it becomes difficult to read the badge number or its other significant markings, the State shall refurbish the badge at no cost to the employee.**

14.06 Replacement of Damaged Personal Clothing and/or Articles

- A. An employee shall exercise reasonable choice in and care of their personal clothing and/or articles when attending to their assigned duties and responsibilities.**
- B. When an employee's personal clothing and/or articles, which are necessarily worn or used by the employee and required for work performance, are damaged by wards, inmates or clients who are under the control of the State, so that said clothing and/or articles are unacceptable for public view, and the damage occurs through no wrongful act of neglect on the part of the employee, the State shall reimburse the employee for the clothing or article based on a reasonable fair market value of the item(s).**
- C. Damage due simply to normal wear during the course of work shall not be compensable by the State.**

14.07 Commute Program

- A. Employees working in facilities served by congested commute routes as identified by the State shall be eligible for a fifty percent (50%) allowance on monthly public transit passes up to a maximum of \$21 per month. This shall not be considered compensation for purposes of retirement contributions.**
- B. The State shall provide \$50 per month to the driver of each State van pool who works in facilities served by congested commute routes as identified by the State. This shall not be considered compensation for purposes of retirement contributions.**
- C. The State may establish and implement procedures and eligibility criteria for the administration of this program.**
- D. It is understood by the Union that the State may discontinue this program upon thirty (30) calendar days' notice being provided to the Union. This section is not subject to the grievance and arbitration article of the MOU.**

ARTICLE XV

SALARIES

15.01 Salaries

Effective July 1, 1998, all employees shall receive a five percent (5%) general salary increase.

Effective January 1, 1999, this paragraph shall apply only to employees who are eligible for performance salary increases as described in Section 15.03. Employees who are certified as successful job performers shall receive their Performance Salary Adjustment (PSA). Successful job performance shall be based on the latest performance evaluation on file as of the date of the pay increase. If no performance report is on file, the employee shall be deemed to have been performing successfully and shall receive their PSA. Employees who are denied their PSA may be reconsidered for the PSA at any future time, but at least every three (3) months. An employee whose PSA is denied under this section may grieve the denial under the procedure described below up to the mini-arbitration procedure process described in Section 6.13. Grounds for the appeal shall be limited to the following:

1. Failure to receive a performance appraisal during the one (1) year period prior to the employee's PSA, in which case the arbitrator shall direct that the employee receive the PSA.
2. Clear and compelling disparity between the Appointing Authority or designee's failure to grant the PSA and the employee's performance.
3. Circumstances clearly and substantially indicating that the Appointing Authority or designee's denial of the PSA was determined by factors other than the employee's job performance.

A. SALARY RANGES

1. **Correctional Officer and Youth Correctional Officer**
Correctional Officers (WY50/9662) and Youth Correctional Officers (WU90/9579) will be appointed to the appropriate alternate ranges as follows:
 - a. **Range 1:** This hourly apprenticeship range shall apply to Correctional Officers while attending the basic academy who do not meet the criteria for payment in Range B or Range C.
 - b. **Range A:** This apprenticeship range shall apply to Youth Correctional Officers while attending the basic academy established by the departments who do not meet the criteria for payment in Range B or Range C.
- b. **Range B:** This apprenticeship range shall apply to employees who have graduated from or completed the appropriate basic academy established by the departments who do not meet the criteria for payment in Range C.

Upon movement to this range from Range 1 or Range A, employees shall receive the minimum salary rate. Upon satisfactory progress in completing requirements of the apprenticeship program established for the classification, employees are eligible to receive one (1) step (five

percent [5%]) apprenticeship increases effective the first day of the monthly pay period following every six (6) qualifying pay periods until the maximum of the range is reached.

NOTE: To document the one (1) step (five percent [5%]) apprenticeship increases, the State Controller's Office shall treat the increase as a PSA in order to automate the process.

- a. Range C: This journey person range shall apply to employees who have satisfactorily completed twenty-four (24) months in Range B and the apprenticeship program for the employee's classification.**

Upon movement to this range from Range B employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range C, employees shall receive performance salary adjustments in accordance with Section 15.03 until the maximum of the range is reached.

See Appendix Item #11 for example of employee movement through the salary ranges for Correctional Officer and Youth Correctional Officer.

1. Youth Correctional Counselor

Youth Correctional Counselors (WU65/9581) will be appointed to the appropriate alternate ranges as follows:

- a. Range A: This apprenticeship range shall apply to employees while attending the basic academy established by the Department and who do not meet the criteria for payment in Range B or Range C.**
- b. Range B: This apprenticeship range shall apply to employees who have graduated from the basic academy**

established by the Department and who do not meet the criteria for payment in Range C.

Upon movement to this range from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Upon satisfactory progress in completing requirements of the apprenticeship program established for the classification, employees are eligible to receive one (1) step (five percent [5%]) apprenticeship increases effective the first day of the monthly pay period following every six (6) qualifying pay periods until the maximum of the range is reached.

NOTE: To document the one (1) step (five percent [5%]) apprenticeship increases, the State Controller's Office shall treat the incentive as a PSA in order to automate the process.

- a. **Range C:** This journey person range shall apply to employees who have satisfactorily completed twenty-four (24) months in Range B and the apprenticeship program for the employee's classification.

Upon movement to this range from Range B employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range C, employees shall receive performance salary adjustments in accordance with Section 15.03 until the maximum of the range is reached.

See Appendix Item #11 for example of employee movement through the salary ranges for Youth Correctional Counselor.

1. Correctional Counselor I and Parole Agent I

Correctional Counselors I (XS40/9904); Parole Agents I, Adult Parole (XE70/9765); and Parole Agents I, Youth Authority (XC80/9701) will be appointed to the appropriate alternate ranges as follows:

- a. Range A: This apprenticeship range shall apply to employees hired on or after October 1, 1992, who do not meet the criteria for payment in Range B.**

Upon entry to this range, the employee shall normally receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Upon satisfactory progress in completing requirements of the apprenticeship program established for that classification, employees are eligible to receive a one (1) step (five percent [5%]) apprenticeship increase effective the first day of the monthly pay period following every six (6) qualifying pay periods thereafter until the maximum of the range is reached.

NOTE: To document the one (1) step (five percent [5%]) apprenticeship increases, the State Controller's Office shall treat the incentive as a PSA in order to automate the process.

- b. Range B: This journeyman range shall apply to employees hired on or after October 1, 1992, who have satisfactorily completed twenty-four (24) months of service in Range A and the apprenticeship program for the employee's classification.**

Upon movement to this range from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive performance salary adjustments in accordance with Section 15.03 until the maximum of the range is reached.

Employees INITIALLY appointed on or after October 1, 1992, to the classification of Correctional Counselor I; Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority shall NOT be eligible for appointment nor subsequent movement to Ranges W and X.

Employees INITIALLY appointed PRIOR TO October 1, 1992, to the classification of Correctional Counselor I; Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority shall have permissive reinstatement eligibility only to Ranges W and X.

- c. Range W: This range shall apply to employees hired PRIOR TO October 1, 1992, who do not meet the criteria for payment in Range X.**

- d. **Range X:**This range shall apply to employees hired PRIOR TO October 1, 1992, who have satisfactorily completed twelve (12) months experience in California State service in the classification of Correctional Counselor I; Parole Agent I, Adult Parole; or Parole Agent I, Youth Authority.

Upon movement to this range from Range W, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range X, employees shall receive performance salary adjustments in accordance with Section 15.03 until the maximum of the range is reached.

See Appendix Item #11 for example of employee movement through the

salary ranges for Correctional Counselor I; Parole Agent I, Adult Parole; and Parole Agent I, Youth Authority.

1. Firefighter, Correctional Institution

Firefighters, Correctional Institution (VZ38/9001) will be appointed to the appropriate alternate ranges as follows:

- a. **Range A:**This apprenticeship range shall apply to employees hired who do not meet the criteria for payment in Range B.

Upon appointment to this range, employees are eligible to receive a one (1) step (five percent [5%]) apprenticeship increase effective the first day of the monthly pay period following every twelve (12) qualifying pay periods thereafter until the maximum of the range is reached.

NOTE: To document the one (1) step (five percent [5%]) apprenticeship increases, the State Controller's Office shall treat the incentive as a PSA in order to automate the increase.

- b. Range B: This range shall apply to employees who have completed twenty-four (24) months of service in Range A and the apprenticeship program for the employee's classification.**

Upon movement to this range from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive performance salary adjustments in accordance with Section 15.03 until the maximum of the range is reached.

See Appendix Item #11 for example of employee movement through the salary range for Firefighter, Correctional Institution.

1. Medical Technical Assistant, Correctional Facility

Medical Technical Assistants, Correctional Facility (WZ25/8217) will be appointed to the appropriate alternate ranges as follows:

- a. Range A: This range shall apply to employees who do not meet the criteria for payment in Range B.**
- b. Range B: This range shall apply to employees who have satisfactorily completed twelve (12) months in Range A of the employee's classification.**

Upon movement to this range from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive performance salary adjustments in accordance with Section 15.03 until the maximum of the range is reached.

1. PERMISSIVE reinstatement to State service after a permanent break in service into Correctional Officer, Youth Correctional Officer, and Youth Correctional Counselor classifications:

- a. **Employees who had a prior appointment in Range 1 or Range A of Correctional Officer who have NOT graduated from or completed the basic academy who are permissively reinstating to State service after a permanent break in service to the classification of Correctional Officer shall only be eligible for appointment to Range 1.**
- b. **Employees who had a prior appointment in Range A of Youth Correctional Officer or Youth Correctional Counselor who have NOT graduated from or completed the basic academy and site orientation who are permissively reinstating after a permanent break in State service to the classification of Youth Correctional Officer or Youth Correctional Counselor shall only be eligible for appointment to Range A.**

As part of the Appointing Authority's review of the employee's eligibility for an incentive increase under the salary ranges, the local apprenticeship committee shall advise the Appointing Authority if the employee is meeting the requirements of the apprenticeship program. This does not preclude the Appointing Authority from considering other performance factors in approving or denying the incentive increase.

If the apprentice desires to appeal the Warden's decision, the apprentice shall appeal to the Department of Personnel Administration (DPA) within thirty (30) calendar days after receipt of the Warden's written decision. DPA shall respond to the apprentice within twenty (20) calendar days after receipt of the appeal.

If the apprentice is not satisfied with DPA's written decision, the apprentice may request CCPOA to appeal the decision, on the apprentice's behalf, within fifteen (15) calendar days of receipt of DPA's decision. The arbitration process shall follow the rules of the MOU Article VI.

15.02 Recruitment Incentive

- A. **In recognition of recruitment and retention problems, the parties agree that the State shall provide a \$175 per month housing stipend for all employees employed at San Quentin (SQ), and the Correctional Training Facility (CTF).**
- B. **This housing stipend 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. In terms of withholding for tax purposes, this stipend shall be**

subject to the same withholding rules as the overtime checks. The housing stipend shall be applicable for each full pay period of employment at the eligible facilities or offices.

- C. In order to receive this housing stipend, an employee must make a commitment to stay at the eligible facilities or offices through June 30 of each eligible year.
- D. The parties agree to reopen this section in regards to new facilities and/or institutions.
- E. When the Department of Corrections believes a recruitment or retention problem exists in a specific parole unit they agree to request that DPA authorize a plus adjustment for the affected unit.
- F. Employees on IDL shall continue to receive this stipend.

15.03 Performance Salary Adjustments (PSA)

- A. Employees shall receive annual Performance Salary Adjustments (PSA) in accordance with Government Code Section 19832 and applicable Department of Personnel Administration rules.
- B. A PSA is a salary increase within a classification's salary range that is granted in accordance with paragraph A. to an employee twelve (12) months after the employee's last appointment, last PSA, or a last movement between classes resulting in a salary increase of one (1) or more steps (e.g., promotion).
- C. On a timely basis, the Appointing Authority or designee shall provide the employee with a copy of the signed form either recommending or denying the employee's PSA. If the PSA is denied, the reason shall be provided to the employee in writing.
- D. For employees hired prior to 10/1/92, PSA dates for Correctional Officers, Youth Correctional Officers, and Youth Correctional Counselors are calculated from initial appointment dates at the Academy and not when appointed to Range B at the institution. See Appendix Item #11 for how PSA dates are established for the classes of Correctional Officer, Youth Correctional Officer, and Youth Correctional Counselor upon movement through the alternate ranges.

15.04 Employer-Paid Retirement Contributions

The purpose of this Article is to implement the provisions contained in Section 414(h)(2) of the Internal Revenue Code concerning the tax treatment of employee retirement contributions paid by the State of California on behalf of employees in the bargaining unit. Pursuant to Section 414(h)(2) contributions to a pension plan, although designated under the plan as employee contributions, when paid by the employer in lieu of contributions by the employee, under circumstances in which the employee does not have the option of choosing to receive the contributed amounts directly instead of having them paid by the employer, may be excluded from the

gross income of the employee until these amounts are distributed or made available to the employee.

Implementation of Section 414(h)(2) is accomplished through a reduction in wages pursuant to the provisions of this Article.

A. DEFINITIONS

Unless the context otherwise requires, the definitions in this Article govern the construction of this Article.

- 1. "Employees." The term "employees" shall mean those employees of the State of California in Bargaining Unit 6 who make employee contributions to the PERS retirement system.**
- 2. "Employee Contributions." The term "employee contributions" shall mean those contributions to the PERS retirement system which are deducted from the salary of employees and credited to individual employees' accounts.**
- 3. "Employer." The term "employer" shall mean the State of California.**
- 4. "Gross Income." The term "gross income" shall mean the total compensation paid to employees in Bargaining Unit 6 by the State of California as defined in the Internal Revenue Code, and rules and regulations established by the Internal Revenue Code, and rules and regulations established by the Internal Revenue Service.**
- 5. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et. seq.).**
- 6. "Wages." The term "wages" shall mean the compensation prescribed in this MOU.**

A. PICK UP OF EMPLOYEE CONTRIBUTIONS

- 1. Pursuant to the provisions of this MOU, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.**
- 2. Employee contributions made under paragraph A. of this Section shall be paid from the same source of funds as used in paying the wages to affected employees.**
- 3. Employee contributions made by the employer under paragraph A. of this Section shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this MOU.**

4. **The employee does not have the option to receive the employee contributed amounts paid pursuant to this MOU directly instead of having them paid to the retirement system.**

A. WAGE ADJUSTMENT

Notwithstanding any provision in this MOU to the contrary, the wages of employees shall be reduced by the amount of employee contributions made by the employer pursuant to the provisions hereof.

B. LIMITATIONS TO OPERABILITY

This Section shall be operative only as long as the State of California pick-up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

C. NON-ARBITRABILITY

The parties agree that no provisions of this Section shall be deemed to be arbitrable under the grievance and arbitration procedure contained in this MOU.

15.05 Flight Pay

An employee who is required to fly on noncommercial aircrafts for an average of four (4) hours flight time per month, shall receive payment of \$165 per month in addition to his/her base salary for that pay period. Such employees shall also receive \$110 annually for insurance for flying on noncommercial carriers.

15.06 Bilingual/Sign Language Pay

An employee, certified "bilingual" or sign linguist, who is required to utilize his/her bilingual/sign language skills, shall receive a \$60 per month bilingual/sign language pay differential. Payment shall commence after certification and utilization of these skills on the first pay period in which the employee was certified by the Board as being bilingual or sign linguist.

- A. Bilingual/sign language pay of \$60 per month shall be paid to employees utilized by the State to interpret or translate either verbal or written communications to and from a foreign language.**
- B. An employee is entitled to receive bilingual/sign language pay provided that employee has passed the State's bilingual/sign language proficiency examination and has been required by a supervisor to use these skills on a continuing basis. Use of bilingual/sign language skills includes any combination of conversational, interpretational, or translation in a second**

- language or related activities performed with the specific bilingual/sign language transactions.
- C. The position or post held by the employee is irrelevant to the employee's entitlement to bilingual/sign language pay status.
 - D. The bilingual/sign language pay program is to be administered in accordance with DPA Rules and Regulations.

15.07 Physical Fitness Incentive Pay

- A. All Bargaining Unit 6 employees with five (5) years or more in the bargaining unit shall receive a flat rate of \$65 per pay period for successfully completing the physical fitness test.
- B. The following list of tests shall constitute the Physical Fitness Program: The Illinois Agility Run Test, The Vertical Jump Test, The Flexibility Sit and Reach Test or Sit-ups, and the Three-minute Step Test. In administering the Three-minute Step Test, the participant shall sit down immediately after the three (3) minutes of stepping. A sixty (60) second heart rate is to be counted starting sixty (60) seconds after the participant sits down.
- C. If the employee fails the test the first time, the employee shall be allowed sixty (60) days in which to successfully pass the physical fitness program. This incentive pay shall not be retroactive for those employees who fail the exam the first time.
- D. This provision only covers the following classes: Correctional Officers, Youth Correctional Officers, Youth Correctional Counselors, MTAs, IPAs, Parole Agents, Correctional Counselors, CYA Casework Specialists, Unit 6 Firefighters, and YOPB Coordinating Parole Agents and Community Consultants.
- E. This physical fitness incentive pay 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. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as overtime checks.
- F. The State and CCPOA shall meet and confer over the development of an alternate form or new form of the physical fitness program.
- G. If an employee has missed a scheduled test either through scheduled vacation, injury and/or family illness, that employee will be allowed to take the examination at the next scheduled date.

15.08 Night Shift Differential/Weekend DifferentialA.

- A. Employees who work four (4) or more hours of a scheduled work shift falling between 6 p.m. and 6 a.m., and who are in a class listed below, shall receive a 50 cents shift pay differential per hour.

Class Title Class Schem

Correctional Counselor I 9904 XS40

Correctional Officer 9662 WY50

Youth Correctional Officer 9579 WU90

Medical Technical Assistant CF 8217 WZ25

Youth Correctional Counselor 9581 WU65

**Firefighter,
CI 9001
VZ38**

- B. Employees who work four (4) or more hours of a scheduled shift on either a Saturday or a Sunday, and who are listed in the class above, shall receive 65 cents pay differential per hour for their scheduled weekend work. This will be an additional 15 cents per hour to any other shift differential already paid, and 65 cents per hour for second watch employees.**

15.09 K-9 Duty Compensation and OvertimeA.

- A. The State agrees to compensate canine officers for time spent for canine care outside the regular work hours at the prevailing federal minimum hourly rate per hour. The parties further agree that routine daily canine care generally requires no more than sixteen (16) hours per month beyond an officer's regular monthly work schedule. The parties recognize that this time is compensated at the overtime rate of time and one-half per hour, and will be paid as a monthly payment.**
- B. If an officer spends more than sixteen (16) hours in a calendar month on canine care, the officer must report the excess time to his/her supervisor. The officer must justify in writing the need to exceed the established standard. The State will compensate the officer for the additional canine care time at the prevailing federal minimum hourly wage rate. "Canine care performed outside the regular work hours" is feeding and grooming the dog(s), exercising the dog(s), performing incidental maintenance training, and preparing and cleaning the living space for the dog(s).**
- B. The employer will continue to pay for food and veterinary care for the dog(s).**
- C. The employer will continue to pay for the remaining canine related duties at the appropriate regular hourly rate of pay (or time and one-half that rate for work performed outside the regular work week or work day). These duties include emergency veterinary care, duties outside the normal work hours as assigned by management, such as, searches or pre-approved non-daily**

maintenance training and all other dog-related matters not specifically enumerated in paragraph A. above.

- D. Management retains the right to call an officer and a dog not enumerated in paragraph A. above outside the regular work week. On such occasions the employer will pay the officer a minimum of four (4) hours call-back time for the time actually worked whichever is greater.**
- E. The State prohibits canine officers from performing any work while traveling to or from the institution with the dog. However, management retains the right to order the officer to travel directly from his/her residence to a work location that is not the officer's usual worksite. The State will compensate the officer for any increase in travel time. The State will pay extra transportation time at the officer's regular rate (or time and one-half that rate for work performed outside the regular work week or work day).**
- F. The State reserves the right to discontinue the use of canine units, and to provide for their care and maintenance at the institution.**

15.10 401 (k) Plan

Employees in Unit 6 are to be included in the State of California, Department of Personnel Administration's 401 (k) Deferred Compensation Program.

DEFERRED COMPENSATION

The State of California will have two (2) voluntary deferred compensation programs under Sections 457 and 401 (k) of the IRS Code.

The IRS has approved the State's 1985 request for a 401 (k) program. A single State plan paralleling the 457 will be provided to employees.

The 401 (k) is a currently qualified trust, which is subject to the 1986 and 1987 tax code revisions. As a result it will be, at least initially, more advantageous for those earning less than \$66,000 per year, subject to COLA.

401 (k) programs hold in trust employees' money while the 457 holds State money in trust for the employee.

Currently, the 401 (k) has the following provisions which differ from the 457:

- Allows for a loan provision whereby an employee can borrow against his/her fund;**
- Allows IRAs to be rolled into the 401 (k) fund or out of 401 (k) into an IRA without first taxing;**
- Allows for a five (5) year forward averaging when the funds are drawn out;**

- **Allows for a maximum contribution which increases each year by the increase in the national CPI rate.**

Penalizes persons earning over \$66,000 by reverting contribution for taxing purposes if the plan's ratio of contribution by higher paid employees substantially exceeds lower paid.

IRS changes may make the 401 (k) program unattractive in the future. As a result, the State intends to offer the same investments to both the 457 and 401 (k) participants to assure both funds earn maximum interest. If the 401 (k) must be eliminated in later years, employee funds will be protected.

15.11 Salary Definitions

For the purpose of salary actions affecting employees, the following definitions shall apply:

- A. "Salary range" is the minimum and maximum rate currently authorized for the class.**
- B. "Step" is a five percent (5%) differential above or below a salary rate, rounded to the nearest dollar.**
- C. "Rate" for employees compensated on a monthly basis is any one of the full dollar amounts found within the salary range and, for employees compensated on a daily or hourly basis, any one of the dollar and cents amounts found within the salary range.**
- D. "Range differential" is the difference between the maximum rate of two (2) salary ranges of the pay plan.**
- E. "Substantially the same salary range" is a salary range with the maximum salary rate the same as or less than two (2) steps higher or lower than the maximum salary rate of another salary range.**
- F. "Higher salary range" is a salary range with the maximum salary rate at least two (2) steps higher than the maximum salary rate of another salary range.**
- G. "Lower salary range" is a salary range with the maximum salary rate at least two (2) steps lower than the maximum salary rate of another salary range.**
- H. Under paragraph B., one step higher is calculated by multiplying the rate by 1.05 (rounded) (e.g., \$2,300 x 1.05 = \$2,415.00 [rounded to \$2,415]). One (1) step lower is calculated by dividing the rate by 1.05 (rounded) (e.g., \$2,415 divided by 1.05 = \$2,300.00 [rounded to \$2,300]).**
- I. Under paragraphs E., F., and G., two (2) steps higher is calculated by multiplying the rate by 1.05 (rounded) and then multiplying the result by 1.05 (rounded) (e.g., \$2,300 x 1.05 = \$2,415.00 [rounded to \$2,415]; \$2,415 x 1.05 = \$2,535.75 [rounded to \$2,536]). Two steps lower is calculated by dividing the rate by 1.05 (rounded) and then dividing the result by 1.05 (rounded) (e.g., \$2,536 divided by 1.05 = \$2,415.2381 [rounded to \$2,415]).**

\$2,415 divided by 1.05 = \$2,300.00 [rounded to \$2,300]). This method is referred to as the Universal Salary Schedule (USS) calculation.

Unless otherwise provided by the State Personnel Board, the lowest salary range currently authorized for the class is used to make salary comparisons between classes. Any rate falling within the salary range for a class may be used to accomplish appropriate step differentials in movements between classes and salary ranges.

15.12 Overpayments/Payroll Errors (Accounts Receivable)

- A. This provision applies when the State determines that an overpayment has been made to an employee. "Overpayment" is defined as cash or time off that has been overpaid, regardless of the reason.**
- B. When an employee is overpaid or owes the State money, the employee shall be given reasonable individual notice in writing prior to the State establishing an accounts receivable.**
- C. If an overpayment occurs, reimbursement shall be made to the State through one of the following methods:**

First, in cash payment(s) mutually agreed to by the employee and the State; or (should the parties fail to reach agreement)

Installments through payroll deduction to cover the same number of pay periods in which they are accrued, provided the full amount is recovered in one (1) year or less. Where over-payments have continued for more than one (1) year, full payment may be required by the State through payroll deductions over the period of one (1) year. In those cases involving large accounts receivables, longer periods of replacement may be agreed to.

In any event, the maximum part of the aggregate disposable earnings of an individual for any pay period which may be subject to garnishment may not exceed twenty-five percent (25%) of his disposable earnings for that week. The term "garnishment" means any legal or equitable procedure (including, but not limited to, tax payments, child support payments, spousal support payments, earnings withholding orders, and accounts receivable) through which the earnings of any individual are required to be withheld for payment of any debt.

- D. If an employee who was given an advance, signed a waiver and should have reasonably known that the overpayment occurred, the schedule of repayment may be determined by the State, and will not be subject to paragraphs C. above and H. below.**

- E. An employee whose employment is terminated prior to full repayment of the amount owed shall have withheld from any money owing the employee, upon termination, an amount sufficient to provide full repayment. If the final amount owed to the employee is insufficient to provide full reimbursement to the State, the State shall have the right to exercise any and all other legal means to recover the additional amount owed.**
- F. No provision of this section shall supersede the current procedure for the correction or repayment of errors or other losses directed by third parties covering areas such as insurance, retirement, social security, court ordered payments or disability pay.**
- G. The State agrees to hold CCPOA harmless with respect to reasonable legal expenditures, costs and/or judgments.**
- H. If the employee believes an overpayment did not occur, or that the repayment schedule is not equitable, he/she may appeal by grievance at the second level within ten (10) work days of the notice of overpayment. No action shall be taken to establish an "accounts receivable," if a grievance has been filed, until after the Department has responded to the grievance at the third level.**
- I. In CDC, if an accounts receivable is established because an employee has failed to submit a completed "998" pursuant to the 998A Agreement (see Sideletter #4), the employee may file a grievance at the second level of review. If the grievance is not resolved, the grievance may be appealed to arbitration under the "mini-arbitration" process pursuant to Article VI of this MOU. The arbitrator may order the reversal of the accounts receivable if he/she finds there are mitigating circumstances for failure to submit the 998A, or if the State fails to follow the correct process as outlined in the Agreement.**

15.13 Recruitment - Avenal, Ironwood, Chuckawalla Valley, and Calipatria State Prisons

- A. Employees who are employed at Avenal, Ironwood, or Chuckawalla Valley State Prisons, Department of Corrections, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.**
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, or Chuckawalla Valley State Prisons, there will be no pro rata payment for those months at either facility.**
- C. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro rata share for those months served.**
- D. If an employee promotes to a different facility, or department other than Avenal, Ironwood, or Chuckawalla Valley State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within**

- the Department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.**
 - F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.**
 - G. If the State plans to make any changes to this section prior to the expiration of the MOU, they shall meet and confer with CCPOA over the impact of such change.**
 - H. Employees on IDL shall continue to receive this stipend.**
 - I. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution, and then takes six (6) months' maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.**
 - J. There shall be a Joint Labor/Management Committee to study how to convert the \$2,400 per year bonus into a monthly stipend. This committee shall render its findings by June 30, 1998. Upon completion of the study, the parties may agree to reopen this section.**
 - K. Effective May 1, 1998, employees at Calipatria State Prison, Department of Corrections, who are employed for two (2) consecutive qualifying pay periods (May and June 1998) shall be eligible for a recruitment and retention bonus of \$400, payable thirty (30) days following the completion of the June 1998 pay period.**
 - L. Effective July 1, 1998, employees who are employed at Calipatria State Prison, Department of Corrections, for twelve (12) consecutive qualifying pay periods shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods. The provisions of B. through I. above shall apply.**

15.14 Personal Leave Program

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

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

15.15 Senior Peace Officer Pay Differential

- A. Effective May 1, 1998, employees who are recommended by the Appointing Authority as having met established performance standards shall be eligible to receive the amended monthly pay differential listed below:**

17 & 18 years in Bargaining Unit 6 1%

19 years in Bargaining Unit 6 2%

20 years in Bargaining Unit 6 3%

21 years in Bargaining Unit 6 4%

22, 23 & 24 years in Bargaining Unit 6 5%

25 years in Bargaining Unit 6 7%

- B. For purposes of determining eligibility, all time spent in Bargaining Unit 6 or related non-represented classes shall count, as long as the employee is in the bargaining unit at the time eligibility for the pay differential is approved.**
- C. The above percentages are non-cumulative; i.e., an employee who has been in Bargaining Unit 6 for twenty (20) years is eligible for a pay differential of three percent (3%) above base salary, not the cumulative total of years 17, 18, 19 and 20 (e.g., seven percent [7%]).**
- D. Employees receiving the five percent (5%) at twenty (20) year differential as of April 1998 pay period will continue to receive the five percent (5%) differential, and will be eligible to receive the seven percent (7%) differential after attaining twenty-five (25) years of service.**

15.16 Correctional Officer Cadet Pay

- A. The hourly rate of pay for Correctional Officer Cadets, while attending all training at the Basic Correctional Officer Academy (BCOA) shall be \$7.04. The time and one-half rate of pay shall be \$10.56. Correctional Officer Cadets who are appointed to Range B or Range C of the Correctional Officer classification while attending the BCOA, will be paid their appointed hourly rate of pay and one and one-half (1½) overtime rate. Shift differential pay, and other special pay provided for in the Unit 6 MOU shall not apply to, or be included with this pay program for Correctional Officer Cadets.**
- B. Correctional Officer Cadets, while attending all training at the BCOA, shall work a scheduled forty (40) hour Monday through Sunday work week. Days off during the BCOA may vary according to the scheduled curriculum. Correctional Officer Cadets may be scheduled a minimum of one hundred and thirty-five (135) additional hours of training, education, and instruction during the six (6) week BCOA.**

- C. Upon successful graduation from the BCOA, employees will receive eight (8) hours of holiday credit for each holiday that occurred during their tenure at the BCOA. The recorded holiday credit will be considered full compensation for holidays that occurred while attending the BCOA.**
- D. The Department will make every reasonable effort to provide warrant release dates similar to other employees.**

15.17 Educational Incentive Pay

- A. Effective July 1, 1998, the State agrees to pay a differential of \$75 per pay period for Correctional Officers, Youth Correctional Officers and Firefighters who have attained either an associate of arts degree from an accredited college or university, sixty (60) semester units from an accredited college or university or the equivalent quarter units, or a bachelors degree or higher from an accredited college or university.**
- B. Effective July 1, 1998, the State agrees to pay \$75 per pay period for Medical Technical Assistants who have attained a bachelors degree in Nursing, or in a related health care field. Effective July 1, 1998, Medical Technical Assistants who are not already licensed as a registered nurse shall be eligible for a \$1,500 bonus upon attainment of a registered nurse license. This bonus shall not be considered compensation for purposes of retirement.**
- C. Effective July 1, 1998, the State agrees to pay a differential of \$75 per pay period to Youth Correctional Counselors, Parole Agents and Correctional Counselors who have attained a masters degree from an accredited college or university.**
- D. Permanent Intermittent Employees must work eighty-eight (88) hours in a pay period in order to receive the \$75 differential, and any hours under eighty-eight (88) shall not receive a pro-rated amount of this differential.**

15.18 Defined Contribution Plan (POFF II)

- A. Effective October 1, 1998, the State employer agrees to make a contribution to the State Peace Officers' and Firefighters' defined Contribution Plan, as described in Section 22960 of the Government Code. The contribution shall be two percent (2%) of each eligible union member's base pay. This contribution shall continue to be made, at the rate specified in this section, in the event the terms of this contract expire, until a new contract is reached.**
- B. Employees appointed to the classifications of Correctional Officers, Youth Correctional Officers and Youth Correctional Counselors shall not be eligible to receive the above contribution until after graduation from the academy and appointment to Range B.**
- C. Permanent Intermittent Employees shall not be eligible for this deduction until they obtain eligibility for PERS contributions pursuant to PERS regulations. Permanent Intermittent Employees shall receive the two percent (2%) contribution after completion of each qualifying pay period of one hundred sixty (160) hours.**

15.19 7k Compensation

- A. Effective October 1, 1998, the State agrees to establish alternate ranges for the classifications subject to the provisions of the FLSA 7k provision. These alternate ranges shall be five percent (5%) above the existing ranges for the identified classes except for Range 1 for Correctional Officer and Range A for Youth Correctional Officers and Youth Correctional Counselors.
- B. Permanent Intermittent Employees working in institutional-based classifications identified in Section 11.12 A. shall receive pre and post work activity compensation up to 4.5 hours per State pay period based on the following:

Hours Worked	Compensation
	0
0 - 10.9	1.0
11 - 30.9	1.5
31 - 50.9	2.0
51 - 70.9	2.5
71 - 90.9	3.0
91 - 110.9	3.5
111 - 130.9	4.0

- C. All other Bargaining Unit 6 classifications shall be eligible for the 7k compensation increase described in Section A. above upon agreement to apply the 7k provisions of the FLSA as stated in Section 11.12 B.**

ARTICLE XVI

GENERAL MISCELLANEOUS - ALL CLASSIFICATIONS

16.01 Employee Suggestions

The State employer encourages employees to share their ideas with the management of Unit 6. These ideas should be submitted to management in writing through the normal chain of command.

16.02 Gun Lockers and State Firing Ranges

- A. The State agrees to construct and install gun lockers at its CDC/CYA institutions for the storage of Unit 6 Peace Officer employees' off-duty weapons. The locations of the lockers shall be at management's determination, but the State agrees to meet with CCPOA for its input regarding the construction and installation of the gun lockers at any given facility.**
- B. Each facility with a departmentally-approved handgun firing range and certified Range Master available shall provide, at no cost to the facility or department, reasonable access to that range in accordance with the following:**
 - 1. Only those persons who, pursuant to the provisions of Penal Code Section 830.5(c), are permitted to carry a firearm while off duty or who have from the employee appointing Director or chairperson written verification of such authorization, shall be allowed under the conditions stipulated in these rules to qualify with their off-duty weapon utilizing a departmental firing range.**
 - 2. A "Guide to Off-Duty Weapon Qualification Range Access" explaining the range access procedure shall be prepared by the facility and made available upon the request of those persons who are eligible to use the range. The guide shall include, but not be limited to:**

- a. The name and telephone number of the person or position to contact regarding use of the range for off-duty weapon qualification.
 - b. A minimum of two (2) scheduled sessions per month, plus any additional days and times that the sessions on the range will be regularly scheduled, for off-duty weapon qualification.
 - c. The specific procedures as to how an eligible person shall participate in, and if necessary schedule, an off-duty weapon qualification session.
 - d. Any restrictions on the type or color of clothing which may be worn at the range on institutional property.
 - b. Any restrictions on and/or requirements for transporting the person's weapon and ammunition to a range on institution property.
 - c. To what facility office and by when the \$9 fee must be paid to participants in a qualification session. The parties shall meet in February of each year to review the fees paid for range use and modify the costs as appropriate.
3. Off-duty weapon qualification is accomplished during the officer's own time on a voluntary basis. Each person retains the right to use any other public or private facility to qualify with his/her privately-owned off-duty weapon as provided in Penal Code Section 830.5(d). Nothing in these rules shall be construed as a requirement that any person must utilize a departmental facility to qualify with their privately-owned off-duty weapon. Access to departmental ranges is conditionally provided to those persons specified in Subsection B.1. above as a means to qualify with their privately-owned off-duty weapon.
4. Any scheduled qualification session may be canceled due to inclement weather or the lack of participants to cover the costs for providing the session. If a session is canceled, the facility shall not be required to schedule a make-up session and all fees paid by the participants for that canceled session shall be returned to them.
5. Off-Duty Weapon Qualification Requirements and Restrictions:
- a. Each off-duty weapon qualification participant shall repay a user fee for each use of the range to qualify (i.e., one course of fire session) which covers the expense of one weapon qualification session, the target, the Range Master's salary and the officer's use of the range.
 - b. Each participant shall have with him/her a valid identification card or other appropriate documentation which verifies his/her eligibility to participate in the qualification session.
 - c. Each participant shall provide his/her own ammunition necessary for qualification. The only type of ammunition which may be used for a qualification session shall be:
 1. Loaded or reloaded by a factory, including factory wad-cutters.
 2. Standard loads; no "magnum" loads.

- 3. Standard or hollow-point bullets; no shot, plastic, cap and ball, or other variation of bullets.**
- a. Each participant shall provide his/her own off-duty weapon and a strong-side hip holster. The only type of weapons which may be used for qualification sessions shall be:**
 - 1. Double action on the first round; no single action revolver.**
 - 2. Revolver or semi-automatic pistol; no single shot pistol, shot-gun or rifle.**
 - 3. From .22 to .45 caliber (includes 9mm).**
- a. Range Masters shall be currently State-certified and employed at the same institution as the range unless authorized by the Warden or designee of the institution that has the range. Also, a Range Master shall be able to identify the safe handling of both revolvers and semi-automatic pistols.**
- b. Each participant shall sign a document acknowledging that they have:**
 - 1. Read and understand Penal Code Sections 171b, 171c, 171d, 171e, 197, 198, 198.5, 246, 417 through 417.8, 830.5, 4574, 12000 through 12034, and 12590 relating to the possession and use of a weapon while off duty.**
 - 2. Read and understand that, pursuant to Penal Code Sections 830.5 and 12031, carrying a concealed weapon without maintaining the quarterly qualification is both a crime punishable as a misdemeanor and good cause for suspending or revoking the right to carry a weapon off duty.**
 - 3. Received material on the facility's range rules, and received material approved by CPOST on firearms safety and home safety rules.**
- a. To qualify for certification, each participant shall be required, using the B-27 type target, to complete the below course of fire with a score of no less than twenty-six (26) hits out of a possible thirty-six (36) hits on or**

within the seven (7) ring of the target while demonstrating safe handling of the weapon at all times:

- 1. Hip level, strong hand or both hands, at three (3) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have thirty (30) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.**
 - 2. Instinctive shooting (not using the weapon's sights), chin level, strong hand or both hands, at seven (7) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have thirty (30) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.**
 - 3. Using sights, strong hand or both hands, at fifteen (15) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have forty-five (45) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.**
 - 4. Scores shall be calculated by counting the number of hits scored on and within the seven (7) ring of the target. A round which touches or breaks the outer seven (7) ring line shall be scored as a hit. A round that does not strike the scoring area shall not be counted.**
- a. While at the range, every participant shall follow the facility's range rules and all instructions of the Range Master. The Range Master may at any time order a participant to leave either the firing line or the range for the safety of persons.**

1. Off-Duty Weapons Qualification Records:

- a. Facilities shall maintain on file for a period of six (6) months the documents signed by the participants and the participant's official weapon qualification score sheet indicating the participant's score and, when applicable, the reason for his/her failure to qualify.
 - b. The facility shall provide each participant who qualifies as required an official card certified by the Range Master which indicates the participant's name, the date and location of qualification and his/her quarterly qualification requirements were completed on that date.
1. Peace officers may cross departmental and institutional lines to exercise their rights under this section. For example, a Youth Correctional Officer at NYCRC can use the range at Folsom; a Youth Correctional Counselor could use the range at Mule Creek State Prison.

16.03 Early Intervention Program/Work InjuriesA.

- a. The Departments of Corrections and Youth Authority, in conjunction with CCPOA and other recognized employee bargaining unit representative associations are initiating a voluntary Early Intervention program within the Worker's Compensation field at every Unit 6 institution, facility, camp and parole region. Early Intervention seeks to insure, before it becomes necessary to engage an attorney, that interested employees involved in Worker's Compensation cases are fully informed of available options by an authorized, independent Early Intervention Counselor and are evaluated by the services of a mutually-agreed-upon, independent medical panel to assist in expeditiously reaching timely decisions regarding compensability for qualifying employees. Important to this program is the fact that the Early Intervention counselors, the medical panel, and the rehabilitation counselors are picked by the departments in conjunction with CCPOA and the other recognized employee representative associations. Additionally, a primary goal of the Early Intervention program is to assist, if possible, expedited return to work of the injured employee; using where applicable, such concepts as, but not limited to, temporary limited-duty assignments; the employee being provided, if necessary, with special equipment; or job-site modification; or the retraining of the employee, and the provision of an alternate job in the same department or another State department.

If you desire further information regarding this program, you may call CCPOA's "Early Intervention Coordinator" at (800) 821-6443, or call your local CCPOA office, or contact the State's "Return to Work Coordinator" at your worksite. Additionally, CCPOA should have a local, institutional or parole region, job steward designated as an Early Intervention ombudsman who hopefully can help you.

- B. The State will conduct no meetings of local selection committees to choose additional Early Intervention counselors without a prior written notice to CCPOA's main office in Sacramento. Such notice will be provided at least fourteen (14) calendar days in advance of the proposed date. The parties shall then select a mutually satisfactory date for said selection committee to convene on.**
- C. Disputes regarding this section shall be grievable only up to the Department Director or designee, which shall constitute an exhaustion of administrative remedies.**

16.04 CDC and CYA Smoking Policies

Please refer to Appendix Item #14.

16.05 Post Orders/Duty Statements

Upon request, the local CCPOA chapter will be provided access to existing post orders/duty statements for review, and may make recommendations for changes to the Appointing Authority or designee.

16.06 Ward Property

The Department of the Youth Authority agrees that the ward/inmate property shall be limited to two (2), twelve by twelve by twelve (12x12x12) inch boxes. Personal property allowed shall remain consistent with the Department's Mission and varied programs.

16.07 Institutional Vacancy Plan

- A. The hiring authority at all CDC institutions will establish a standardized institutional vacancy plan.**
- B. Disputes concerning this section shall first be brought to the attention of the local Warden, or designee, within ten (10) calendar days of having knowledge of the alleged violation. After the face-to-face meeting with the Warden, the Warden will respond to the local Chapter President within ten (10) calendar days.**

If not satisfied with the Warden's response, the matter may be appealed to the Regional Administrator within five (5) calendar days of receipt of the response.

- C. The Regional Administrator shall review all appeals at a monthly meeting, if requested by the Union. The Regional Administrator shall respond to the Union within ten (10) calendar days following the meeting. If not satisfied with the decision of the Regional Administrator, the Union may appeal to the Chief Deputy Director of Operations within five (5) calendar days of receipt of the response. The Chief Deputy Director of Operations shall review the appeal and respond to the Union within ten (10) calendar days of receipt of the appeal by the local Union.**

If not satisfied with the decision of the Chief Deputy Director, the Union may appeal to the Director within ten (10) calendar days of receipt of the response. This is the final level of review. The Director has the right to determine the remedy should there be a determination that a violation has occurred.

- D. The established time lines may be extended by mutual agreement of the parties.**

(See Sideletter #11)

16.08 CYA, CDC and DMH Information Documentation

- A. The State agrees to provide CCPOA with the following information when such information is necessary and relevant to CCPOA's duty to represent Unit 6 employees in the Department of Corrections/Department of Mental Health/Department of Youth Authority under this MOU:**
- 1. The current Post Assignment Schedule (PAS, or its equivalent), complete with summary page(s), i.e., summary part A, B, and C.**
 - 2. The current Master Assignment Roster (MAR or its equivalent).**
 - 3. The Post Assignment Schedule "legend" (or its equivalent).**
- A. The State agrees that such information is necessary and relevant in the following circumstances:**
- 1. When necessary for CCPOA to carry out a Meet and Confer obligation incurred under the terms of this MOU.**

2. **When necessary to monitor compliance with specific sections of this MOU, and existing local agreements.**
 - A. **The State agrees to provide this information in a timely manner, (for example, the information will be provided in enough time prior to a Meet and Confer or other contractual obligation for the local Unit 6 leadership to verify the document[s] validity).**
 - B. **CCPOA agrees that the State is not obligated to provide a copy of the above in each and every instance as long as the most recent information provided to CCPOA is current. CCPOA agrees that it is prohibited from misusing requests for information to delay the completion of any Meet and Confer obligation under this MOU.**
 - C. **The State agrees that, in keeping with the PERB Decision No. S-CE-730-S, it may be necessary to provide additional documentation that would allow CCPOA to reconcile the PAS and MAR with the most recent Governor's Budget.**
 - D. **Alleged violations of this section may be appealed to arbitration after the third step of the grievance procedure. The arbitrator shall adhere to PERB Decision No. S-CE-730-S and other relevant precedent in determining whether information requested and/or provided under this section is necessary and relevant.**

ARTICLE XVII

INSTITUTIONAL FIREFIGHTERS

17.01 Firefighter Training

- A. **The State shall ensure Firefighters are trained and certified in the following areas:**
 1. **Firefighter I**
 2. **Extinguisher Inspection and Servicing**
 3. **CPR and Advanced First Aid**
 4. **Driver Operator I and II**
 5. **Hazardous Materials First Responder/and the annual update training**
 6. **Code Interpretation, California Building Codes**
 7. **Fire Prevention 1-A and 1-B**
 8. **Firefighter II**
 9. **Fire Investigation 1-A and 1-B**
 10. **Rescue Systems I and, when appropriate, Rescue Systems II**
 11. **Fire Command 1-A and 1-B**

- A. The training and certification shall be provided by an instructor recognized by the State Board of Fire Services to complete certification. CPR and Advanced First Aid shall be instructed by an American Red Cross or American Heart Association certified instructor.**
- B. New or existing employees who have received certification in any of the courses listed in 1 through 11 above will not be required to take the course work if exempted by the Firefighter LAS or CPOST.**

17.02 Firefighter Hours of Work and CompensationA.

- A. The work schedule for full-time 7k exempt Firefighters on twenty-four (24) hour shifts employed by the Department of Corrections shall be up to two hundred and sixteen (216) hours in a twenty-eight (28) day work period. The pay for this work period includes the straight time portion of overtime hours worked from two hundred and twelve (212) through two hundred and sixteen (216) hours in accordance with the provisions of the Fair Labor Standards Act.**
- B. The monthly compensation pays for all hours worked in the work schedule including the straight time portion of the overtime. An additional half (½) time payment will be made for each of the four (4) hours of overtime worked each pay period. Wages will be paid in twelve (12) monthly pay warrants representing one-twelfth (1/12) of the annual wage. Monthly supplemental warrants for the remaining half (1/2) time pay will be at the appropriate half (½) time rate for the four (4) hours between two hundred and twelve (212) and two hundred and sixteen (216) hours.**
- C. Each institution shall develop a Firefighter schedule which reflects the 7k exemption provided under the Fair Labor Standards Act, except NCWF and Lancaster. Each Firefighter will be notified by his or her institution that he/she has been placed in the 7k exemption waiver. Firefighter employees will not be moved in and out of the 7k exemption waiver to avoid overtime payment.**
- D. All full-time 7k exempt Firefighters shall be normally scheduled nine (9) twenty-four (24) hour shifts per pay period, except Firefighters at NCWF and Lancaster. The Firefighters at NCWF and Lancaster shall be scheduled as 7k exempt as described in Section 11.12.**
- E. The method of calculating the hourly wage for twenty-four (24) hour shift Firefighters is based on a two hundred and sixteen (216) hour pay period and is as follows:**
 - 1. Base salary per month ÷ 216 hours = straight time hourly rate of pay**
 - 2. Straight time hourly rate x 1.5 = overtime hourly rate of pay**
 - 3. Straight time hourly rate ÷ 2 = half-time rate of pay**

Note: Appropriate premium/supplemental pay shall be included in the above formula to determine FLSA overtime rates.

17.03 Firefighter Emergency Response Vehicles

The Department of Corrections agrees to re-evaluate the operating condition of each emergency response vehicle used for transporting injured employees. The Department may upgrade the vehicles if it is determined by management that the vehicle will be utilized outside the institutional grounds.

17.04 Firefighter Safety Equipment

The Department shall provide CDC Firefighter employees, who are assigned to firefighting duties, safety equipment as specified in General Industrial Safety Orders, Title 8, Article 10.1., Personal Clothing and Equipment for Firefighters. Additionally, CDC shall equip its Firefighters with helmet lights.

17.05 Firefighter Training Committee

The State and CCPOA agree to establish a four (4) person committee, made up of two (2) management employees and two (2) rank and file employees, for the purpose of evaluating Firefighter training. The committees shall meet semi-annually and union members will participate without loss of compensation.

17.06 Firefighter License Renewal

The Department will reimburse Firefighters who are required by the State to maintain any certification or license. If an employee is required by the Appointing Authority to test during his/her off-duty hours, the employee shall be compensated for actual hours worked.

17.07 Firefighter Badges

Management will reevaluate the badge control process for Department of Corrections' Firefighters. At the termination of the evaluation, management will share the information with the employee organization.

17.08 Firefighter Physical FitnessA.

- A. The employer shall furnish one (1) hour for approved exercise activities during normal working hours for each 7k exempt Firefighter, except during emergency assignment or during full day training programs.**
- B. Employees will utilize physical fitness equipment presently provided by each institution.**

C. The Fire Chief has the authority to schedule the exercise period.

17.09 Firefighter Facilities

In facilities where Unit 6 Firefighters are required to sleep, the State and CCPOA recognize the need for separate male and female sleeping quarters. The Department of Corrections will continue to take this into consideration as it develops and spends its capital outlay budget monies.

17.10 Firefighter Vacation Leave

A. Employees working a twenty-eight (28) day, one hundred sixty-eight (168) hour 7k work period shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying pay periods, employees covered by this section shall receive a one (1) time vacation credit of forty-eight (48) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years 8 hours per month

37 months to 10 years 11 hours per month

121 months to 15 years 13 hours per month

181 months to 20 years 14 hours per month

241 months and over 15 hours per month

7k exempt employees on a two hundred sixteen (216) hour 7k work period shall be entitled to annual vacation leave with pay, except those who have served less than six (6) months of service. On the first day of the monthly pay period following the completion of six (6) qualifying pay periods, employees covered by this section shall receive a one (1) time vacation credit of fifty-six (56) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall accrue vacation credit as follows:

7 months to 3 years 10 hours per month

37 months to 10 years 12 hours per month

121 months to 15 years 14 hours per month

181 months to 20 years 16 hours per month

241 months and over 18 hours per month

- B. If an employee does not use all of the vacation that he/she has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of four hundred (400) hours or eighteen (18) shifts.**
- C. When a Section 11.12 7k exempt Firefighter is changed to a Section 17.02 7k exempt Firefighter, his/her accrued vacation leave shall be multiplied by 1.2. When a Section 17.02 7k exempt Firefighter is changed to a Section 11.12 7k exempt Firefighter, his/her accrued vacation leave shall be multiplied by .83, and rounded to the nearest whole number.**

17.11 Firefighter Sick Leave

- A. CDC 7k exempt Firefighters on twenty-four (24) hour shifts shall accrue twelve (12) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying period of continuous service.**
- B. CDC 7k exempt Firefighters identified in Section 11.12 shall accrue eight (8) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying pay period, subject to the provisions in Section 10.02 B.**
- C. Sick leave may be taken in thirty (30) minute increments.**
- D. When a CDC Section 11.12 7k exempt Firefighter is changed to being a CDC Section 17.02 7k exempt Firefighter, the Firefighter's then-accrued hours of credit for sick leave shall be multiplied by 1.5.**

When a Firefighter is changed from being a Section 17.02 7k exempt Firefighter to a Section 11.12 7k exempt Firefighter, his/her accrued hours of credit for sick leave shall be multiplied by .67.

- E. A Firefighter, who has no sick leave usage or AWOLs/LWOPs in a twelve (12) consecutive month period will receive a commendation for his/her excellence in the area of "attendance."**
- F. Sick leave usage shall be subject to the provisions in Section 10.02 D. with the exception of 1.(b) which will not apply to Section 17.02 7k exempt Firefighters.**

17.12 Firefighter Holidays

- A. All permanent full-time Section 17.02 7k exempt Firefighters shall be credited with the following paid holiday credits per fiscal year in lieu of those holidays contained in Article X, Section 10.11:**
 - 1. Twenty-seven (27) hours holiday credit effective July 1.**
 - 2. Twenty-seven (27) hours holiday credit effective October 1.**

3. **Twenty-seven (27) hours holiday credit effective January 1.**
 4. **Twenty-seven (27) hours holiday credit effective April 1.**
- A. **All holiday credits must be taken in one (1) hour increments.**
 - B. **The Appointing Authority or designee may require five (5) calendar days advance notice before a personal holiday is taken and may deny use subject to operational needs or an emergency. When an employee is denied use of a personal holiday, the Appointing Authority or designee may allow the employee to reschedule the personal holiday.**
 - C. **Accrued holiday credits are not subject to the state-initiated buy-back without prior approval of the employee.**

17.13 Firefighter Continuous Hours of Work

Correctional Institutional Firefighters are exempted from the "Continuous Hours of Work" Section 11.04 of the 1992-95 Contract. In any event, Firefighters shall not work any regularly scheduled shift in excess of twenty-four (24) hours. However, this does not exclude Firefighters from working in the case of an emergency. This section does not prohibit an approved swap.

17.14 Training Enhancement

- A. **The State and CCPOA agree that they will together recommend to the CPOST that the mandated courses listed in paragraph 17.01 be included in the Firefighter Apprenticeship Program.**
- B. **Upon completion of training and certification in the courses listed in paragraph 17.01 above, and as determined by the State, CDC Firefighters may be provided the following training by the State:**
 1. **Fire Management 1**
 2. **Fire Instructor 1-A and 1-B**
 3. **Auto Extrication**

ARTICLE XVIII

CYA FIELD PAROLES

18.01 CYA Field Parole Agent Safety Equipment and Procedures

- A. The Department shall provide or otherwise make available to Field Parole Agents necessary safety equipment. This equipment shall include handcuffs, chemical agents, and distinguishable clothing. At the individual Parole Agent's request, subject to the mandatory arming policies of the Department, this shall also include department-issued weapons, ammunition carriers, holsters, handcuff cases and waist chains. Employees issued safety equipment will be required to comply with the policies, rules and directions of the department.**
- B. Each Parole Agent assigned a State-owned vehicle shall also be assigned standard emergency equipment which includes such things as flashlight (all future-purchased flashlights shall be a metal "mag" type light with dead-man switch), first-aid kit, blanket, reflectors, jumper cables, and CPR masks with a one-way valve.**
- C. The safety equipment at each parole unit shall include two (2) full sets of restraint gear.**
- D. HIV-infected parolee:
 - 1. The State will make available to all parole unit offices, department-approved protective clothing to be used as needed by Parole Agents upon request. Disposable protective clothing will include a fluid-resistant coverall, eye-shield/goggle, latex gloves, disposable paper mask and any other protective equipment deemed appropriate by the department.**
 - 2. The Department will continue to provide Parole Agents updated information regarding departmental policy and procedures and other information concerning the handling of HIV-infected inmates and parolees.****
- A. The State will provide each Parole Agent in the Department with an appropriately-sized protective vest/soft body armor. All newly-purchased vests shall minimally be able to stop a 9mm bullet. Each Parole Agent shall adhere to the rules, policies, and directives of the State in the use, carrying, wearing and maintenance of the individually-assigned protective vest/soft body armor.**
- B. The State shall provide each Parole Agent a "ready bag" suitable for storing the individually-assigned protective equipment.**
- C. The Department shall provide two (2) portable hand-held radios for each parole unit. The Department agrees to provide each Parole Agent with a cellular telephone.**
- D. Each Department Parole Agent hired before January 1, 1988, may choose to not carry the departmentally-authorized weapon, the optional, personal 9mm semi-automatic pistol or .38 caliber revolver. All Agents hired after January 1, 1988, shall carry either the departmentally-issued weapon, a personal, departmentally-approved 9mm, semi-automatic pistol, or a personal, departmentally-approved .38 caliber revolver, and ammunition.**
- E. An Agent wishing to carry a personal, departmentally-approved 9mm semi-automatic pistol, or a personal, departmentally-authorized .38 caliber revolver must comply with Section 18.02 and departmental policy.**

- Additionally, the Agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the personal 9mm or personal .38 caliber weapon. These weapons may only be carried in the properly designated holster(s) which have been approved by the Department. The Agent shall also carry only departmentally-issued ammunition. Participation in this program is voluntary. (See Appendix Item #5)
- F. Parole Agents shall be allowed to use ranges pursuant to Section 18.02, for off-duty practice with either the State-issued weapon, the Agent's own 9mm weapon, or the Agent's own .38 caliber revolver.
 - G. The Department shall develop protocols for handling hazardous waste, and adequately train each Parole Agent in the protocol. The State shall provide each Parole Agent with a portable hazardous waste disposable unit that would be carried in the Parole Agent's vehicle, and on the Parole Agent's person during the searches. Additionally, each Parole Agent unit shall have hazardous waste disposal "containers" for dirty needles and urinalysis samples.

18.02 CYA Field Parole Agent Training

- A. All personnel subject to PC 832 training shall successfully complete the weapons qualifications course mandated at the Parole Agent Academy.

Standards shall be consistent with the Penal Code and include quarterly range requalification/familiarity requirements pursuant to departmental policy and CPOST guidelines.

- B. The Agent shall be allowed to drive his/her State vehicle to and from any range training, and be allowed to transport his/her personally owned, departmentally-approved 9mm semi-automatic pistol or .38 caliber pistol.
- C. Voluntary 9mm/.38 Caliber Program:
 - 1. Parole Agents may choose to carry a weapon from the departmentally-approved list of personal weapons. An Agent wishing to carry a 9mm or .38 caliber pistol may do so only after having successfully completed the CPOST approved departmental instruction course. The Agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the weapon. This weapon may only be carried in the departmentally-approved holster(s).
 - 2. The Agent shall attend the prescribed initial training program on his/her own time. Subsequent range training shall be on State time, but shall not cause the State to incur overtime costs. All subsequent attempts by the Agent to requalify, after each routine quarterly requalification try - or other training ordered by the Range Master - shall be on the Agent's own time.

3. **The Department shall be required to provide the Agent departmentally-approved ammunition necessary to initially qualify on the optional weapon. The Department will provide ammunition for required requalification.**
4. **The Agent shall carry only departmentally-issued ammunition for on-duty use of the weapon.**
 - A. **Working within budgetary and workload constraints, crisis intervention, self-defense, arrest procedures, and drug detection and identification training shall be provided annually.**
 - B. **Should the employee fail to qualify on the first attempt, the employee shall be provided an opportunity to requalify as soon as possible. Any Parole Agent who fails to achieve a qualifying score within the quarter will surrender the firearm to the Regional Administrator or designee. If a Parole Agent, who as a condition of employment is issued a firearm, does not qualify within thirty (30) calendar days of the end of the calendar quarter in which he/she had failed, the Parole Agent shall be placed on leave without pay for no longer than two (2) months until said Parole Agent qualifies. Failure to qualify during this period of time will result in the Parole Agent being separated from State service pursuant to Government Code Section 19585, or other applicable Government Code section(s). However, the employee shall receive at least seven (7) days' written notice of separation from State service if personally served, and at least ten (10) days' written notice, if served by mail.**

18.03 CYA Field Parole Agent Work Hours

- A. **The normal work schedule for CYA Field Parole Agents shall be a four (4) day or five (5) day work week of forty (40) hours work per week, but with no specified maximum number of hours per day. Each Parole Agent shall submit to the supervisor for approval a monthly work schedule one (1) week prior to the beginning of each month. Any changes in the work schedules, excluding emergencies, will require prior supervisory approval. Parole Agents will advise the supervisor of emergency changes no later than the next work day. If the Parole Agent does not submit a monthly work schedule, the supervisor shall schedule his/her work hours.**
- B. **All Agents may schedule at least one (1) four-ten-forty (4/10/40) work week per month.**

18.04 CYA Field Parole Agent Workload

Please refer to Appendix Item #15.

ARTICLE XIX

CDC PAROLE AGENTS

19.01 CDC Parole Agent Safety Equipment and Procedures

- A. The Department shall provide or otherwise make available to Parole Agents necessary safety equipment. This equipment shall include handcuffs, chemical agents, and distinguishable clothing. At the individual Parole Agent's request, subject to the mandatory arming policies of the Department, this shall also include department-issued weapons, ammunition carriers, holsters, handcuff cases and waist chains. Employees issued safety equipment will be required to comply with the policies, rules and directions of the Department.**
- B. Each Parole Agent assigned a State-owned vehicle shall also be assigned standard emergency equipment which includes such things as flashlight (all future-purchased flashlights shall be a metal "mag" type light with dead-man switch), first-aid kit, blanket, reflectors, jumper cables, and CPR masks with a one-way valve.**
- C. The safety equipment at each parole unit shall include two (2) full sets of restraint gear.**
- D. HIV-infected parolee:
 - 1. The State will make available to all parole unit offices, department-approved protective clothing to be used as needed by Parole Agents upon request. Disposable protective clothing will include a fluid-resistant coverall, eye-shield/goggle, latex gloves, disposable paper mask and any other protective equipment deemed appropriate by the Department.**
 - 2. The Department will continue to provide Parole Agents updated information regarding departmental policy and procedures and other information concerning the handling of HIV-infected inmates and parolees.**
 - 3. The Department will provide to each parole unit, and update as needed, a listing of the designated CDC Chief Medical Officers for each institution.****
- A. The State will provide each Parole Agent in CDC with an appropriately-sized protective vest/soft body armor. All newly-purchased vests shall minimally be able to stop a 9mm bullet. Each Parole Agent shall adhere to the rules, policies, and directives of the State in the use, carrying, wearing and maintenance of the individually-assigned protective vest/soft body armor.**
- B. The State shall provide each Parole Agent a "ready bag" suitable for storing the individually-assigned protective equipment.**
- C. The Department agrees, in principle, to the provision of a radio or cellular telephone to each Parole Agent. The Department shall provide by December 31, 1992, at least four (4) portable hand-held radios or cellular telephones for each parole unit; at least two (2) of which shall be portable hand-held radios for use during planned arrests. The Department shall make best efforts to expeditiously and quickly bring on line all radios it purchases for Parole Agent use. The Department further agrees to make best efforts to pursue through fiscal augmentation requests, the acquisition of additional radios or cellular telephones and to make their best efforts to secure approval. CCPOA shall have a department employee/CCPOA representative to assist in the**

- study, acquisition and provision of this equipment. This employee shall suffer no loss of regular compensation while participating in the process.
- D. In order to meet the short-term and long-term communication needs of Parole Agents, the State shall meet with a CCPOA representative to explore and identify the options for acquiring an integrated system of mobile communication devices and capabilities.**
 - E. Each CDC Parole Agent hired before January 1, 1988, may choose to not carry the departmentally-authorized weapon, the optional, personal 9mm semi-automatic pistol or .38 caliber revolver. All Agents hired after January 1, 1988, shall carry either the departmentally-issued weapon, a personal, departmentally-approved 9mm, semi-automatic pistol, or a personal, departmentally-approved .38 caliber revolver, and ammunition.**
 - F. An Agent wishing to carry a personal, departmentally-approved 9mm semi-automatic pistol, or a personal, departmentally-authorized .38 caliber revolver must comply with Section 19.01 of this MOU. Additionally, the Agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the personal 9mm or personal .38 caliber weapon. These weapons may only be carried in the properly designated holster(s) which have been approved by the Department. The Agent shall also carry only departmentally-issued ammunition.**

Participation in this program is voluntary. Prior to participation the Parole Agent must sign the "Participation Agreement." (See Appendix Item #4)

- G. Parole Agents shall be allowed to use CDC ranges for off-duty practice with either the State-issued weapon, the Agent's own 9mm weapon, or the Agent's own .38 caliber revolver, pursuant to Section 19.02.**
- H. The Departments shall develop protocols for handling hazardous waste, and adequately train each Parole Agent in the protocol. The State shall provide each Parole Agent with a portable hazardous waste disposable unit that would be carried in the Parole Agent's vehicle, and on the Parole Agent's person during the searches. Additionally, each Parole Agent unit shall have hazardous waste disposal "containers" for dirty needles and urinalysis samples.**

19.02 CDC Parole Agent Training

- A. All personnel subject to PC 832 training, shall successfully complete the weapons qualifications course mandated at the Parole Agent Academy.**

Standards shall be consistent with the Penal Code and include quarterly range requalification/familiarity requirements pursuant to departmental policy and CPOST guidelines.

- B. The Agent shall be allowed to drive his/her State vehicle to and from any range training, and be allowed to transport his/her personally owned, departmentally-approved weapon.**
- C. Parole Agents may choose to carry from the departmentally-approved list of personal weapons. An Agent carrying the departmentally-approved weapon may do so only after having successfully completed the CPOST-approved departmental instruction course. The Agent shall adhere to the rules, policies and directives of the Department in the use, carrying, wearing and maintenance of the weapon. This weapon may only be carried in the departmentally-approved holster(s).**
 - 1. The Agent shall attend the prescribed initial training program on his/her own time. Subsequent range training shall be on state time, but shall not cause the State to incur overtime costs. All subsequent attempts by the Agent to requalify, after each routine quarterly requalification try - or other training ordered by the Range Master - shall be on the Agent's own time.**
 - 2. The Department shall be required to provide the Agent departmentally-approved ammunition necessary to initially qualify on the optional weapon. The Department will provide ammunition for required requalification.**
 - 3. The Agent shall carry only departmentally-issued ammunition for on-duty use of the weapon.**
- A. Working within budgetary and workload constraints, crisis intervention, self-defense, arrest procedures, and drug detection and identification training shall be provided annually.**
- B. Should the employee fail to qualify on the first attempt, the employee shall be provided an opportunity to requalify as soon as possible. Any Parole Agent who fails to achieve a qualifying score within the quarter will surrender the firearm to the Regional Administrator or designee. If a Parole Agent, who as a condition of employment is issued a firearm, does not qualify within thirty (30) calendar days of the end of the calendar quarter in which he/she had failed, the Parole Agent shall be placed on leave without pay for no longer than two (2) months until said Parole Agent qualifies. Failure to qualify during this period of time will result in the Parole Agent being separated from State service pursuant to Government Code Section 19585, or other applicable Government Code section(s). However, the employee shall receive at least seven (7) days' written notice of separation from State service if personally served, and at least ten (10) days' written notice, if served by mail.**

19.03 CDC Parole Agent Work Week

- A. The normal work schedule for CDC Parole Agents shall be an eight (8) hour, five (5) day, forty (40) hour work week, as dictated by the workload and approved by the supervisor in accordance with paragraph D. below. The Agent may, on occasion, schedule with supervisory approval other than an eight (8) or ten (10) hour days. The work week shall start on Monday and**

end on Sunday. Parole Agents may elect the daily start and stop times, with the exception of the Office Day duty.

Work hours, subject to supervisor approval, will be scheduled between 6:00 a.m. and 10:00 p.m., except as emergency and operational needs dictate. The work periods may include, at an employee's discretion, no meal break, or an optional one (1) hour, or one-half (½) hour meal break which shall occur approximately in the middle of the work day.

- B. Additionally, all Agents who carry parolee or inmate caseloads may schedule two (2) four-ten-forty (4/10/40) work weeks per month.**
- C. No work will be routinely scheduled between the hours of 10:00 p.m. and 6:00 a.m. Each work day will be a minimum of at least four (4) work hours and a maximum not to exceed twelve (12) work hours, except as emergency and operational needs dictate.**
- D. Work schedules shall include a minimum of four (4) evenings per month, and a maximum of three (3) weekend days per quarter. These mandated evenings and weekends shall be in the field, except if previously waived by the supervisor. This waiver will be the exception rather than the norm. Two (2) of the evenings each month will be worked until at least 7:00 p.m. and two (2) evenings each month shall be worked until at least 8:00 p.m. This shall not prohibit Agents from scheduling additional voluntary evenings.**
- E. Each Parole Agent shall submit a proposed work schedule to the supervisor for each month at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of the scheduled month for supervisory approval. The schedule will represent all work hours which shall include all work days, weekend work, evening work, days off, Office Day duty, and other special assigned responsibilities. The supervisor shall ensure that all Agents comply with the scheduling requirements of the contract and the meeting of operational needs. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled month, unless it can be documented that the scheduled work hours as submitted would be detrimental to the needs of the office or would hinder the Parole Agent in the performance of his/her duties and responsibilities. This documentation shall be provided if requested by the employee. If the Parole Agent does not submit a monthly work schedule, the supervisor will assign the work schedule.**

During the scheduled month, the supervisor may occasionally adjust the work hours based on operational needs with written justification to the Parole Agent. This adjustment shall not be intended to avoid the assignment of overtime. Parole Agent requested changes in the work schedules, excluding emergencies, will require prior supervisory approval. Parole Agents will advise the supervisor of emergency changes no later than the next work day.

- F. Recognizing the need for representatives from local enforcement agencies to contact Parole Agents during non-scheduled work hours and days about parolee/inmates assigned to their supervision, Parole Agents shall have their home telephone number on file with all local law enforcement agencies in the geographical area covered by the Parole Agent's assigned unit. A state-contracted answering service will comply with the above needs.**
- G. Should a Parole Agent need to respond in person to such calls, the Agent shall receive a minimum of four (4) hours call-back and shall be compensated in accordance with other provisions of this MOU.**
- H. Travel Time:**
- 1. Office days: When a Parole Agent has an "office day" or when he/she has to go to the office at the beginning of his/her shift, the Agent shall be paid beginning at the time of arrival at the office. Agents shall be required to go to the office before starting their shift on "office days" and on an infrequent basis necessitated only by management request.**
 - 2. Field days: If, as usually will be the case, a Parole Agent leaves his/her home and travels to a field contact, hours of work shall start on the arrival of the Agent at the field contact location. If it takes longer to travel from the Parole Agent's home to the field contact location than the amount of time it takes the Parole Agent to travel from his/her home to the office, then the Parole Agent's work time shall start at the interval of time the Parole Agent usually uses to get to work.**
 - 3. Emergencies or call-back: If the Parole Agent is requested to respond to an emergency or suffers any other work before arriving at the office, field contact location, or traveling for the period of time it usually takes to get to the office, the Parole Agent's work day shall start at the moment he/she suffers work.**
 - 4. The Department shall enforce the thirty-five (35) mile resident limit for all new hires, and shall implement the thirty-five (35) mile rule for existing Parole Agents as vacancies occur or new positions become available. It is the intent of the Department to re-employ in a timely fashion those staff who were displaced by the Fiscal Year 92/93 budget reductions. To this end, the Regional Administrator will consider exemption of the thirty-five (35) mile resident limit on a case-by-case basis. In making this determination the Regional Administrators will consider the following:**
 - a. The cost-effective use of the Department's resources;**
 - b. The Department's ability to meet its workload and operational demands in a cost-effective manner; and**
 - c. The needs and welfare of the employees.**

Where exemptions are granted, it will be management's intent to relocate employees at the earliest opportunity in order to come into compliance with the thirty-five (35) mile resident limit.

- A. Agents may work as a two (2) person team when working evenings or weekends with prior supervisory or AOD approval, when unusual circumstances exist which present potential risks or hazards that are greater than those inherent in the performance of the Parole Agent function. Such circumstances may include specific geographical areas, particular case dynamics, or documented threats to a Parole Agent. Approval will not be unreasonably denied. Any denials can be appealed as Health and Safety grievances per Article VI of this MOU.**
- B. The Department shall attempt to provide reasonable advance notice of scheduled mandatory training.**

19.04 CDC Parole Agent Reentry Standby

- A. Standby is defined as an assignment whereby a Parole Agent must remain physically and geographically able to respond when contacted by telephone or electronic paging device. The assignment shall be in addition to the Agent's normal work schedule.**

The State will determine when and where standby assignments and back-up Agents' assignments will be made.

- B. Any time a Parole Agent is on standby for a period of seven (7) consecutive days, he/she shall receive fourteen (14) hours of compensation (straight time pay).**

Either side may reopen this section, no sooner than twelve (12) months after effective date of this MOU.

19.05 CDC Parole Agent Caseload Audits

- A. Parole Agents III will complete all audits/roster reconciliations. The person performing the audit must, within ten (10) work days of the completion of the audit, provide to that Parole Agent a written summary of the audit. This will include deficiencies, requirements that are waived as a result of excessive caseload, and all departmentally-recognized absences, and those areas that the Parole Agent is performing to expectations or higher.**
- B. Grievances under this section may be grieved according to Article VI of this MOU but shall only be arbitrable under the "mini-arb" process described in Section 6.13.**

19.06 CDC Parole Agent Workload

- A. All Parole Agents I and II shall have full workload responsibilities and shall perform all duties specified as part of their regular assignment. The workload responsibilities of case-carrying Parole Agents are specified in Appendix Items #8 and #9.**

B. On the first of each month, the supervisor will use the case-carrying Agent's roster to review the workload assigned. The standard Agent workload is one hundred sixty-eight (168) points. Should the Agent's workload exceed one hundred eighty (180) points effective January 1, 1998 (one hundred seventy-eight [178] points effective July 1, 1998; one hundred seventy-five [175] points effective July 1, 1999), the supervisor has ten (10) calendar days in which to decrease the Agent's workload. If at the end of ten (10) calendar days it is not possible to reduce the Agent's workload to one hundred eighty (180) points (one hundred seventy-eight [178] points effective July 1, 1998; one hundred seventy-five [175] points effective July 1, 1999) by reclassifying or transferring cases, the supervisor shall provide workload adjustments in writing by:

- 1. Modifying/waiving case supervision specifications; or**
- 2. Authorizing paid overtime; or**
- 3. A combination of the above.**

It is clearly understood that the State has discretion to determine which of the above options to select.

- A. If workload adjustments have not occurred under the provision of paragraph B., CCPOA may file a grievance directly to Step 2 of the grievance process. If the Agent is not satisfied with the grievance response, the grievance may be filed at "mini-arbitration" under the provisions of Section 6.13 of Article VI of this MOU. Should CCPOA request the payment of overtime, any arbitrator's award shall be limited to actual hours worked by the employee to accomplish work above one hundred eighty (180) points (one hundred seventy-eight [178] points effective July 1, 1998; one hundred seventy-five [175] points effective July 1, 1999). This shall not preclude payment for other ordered overtime.**
- B. Additional work/special assignments outside of the Agent's caseload such as, speakers bureau, or special assignments caseload coverage due to sick/vacation leave may be given to any Agent. If the additional work/special assignments are given to an Agent whose workload exceeds one hundred eighty (180) points effective January 1, 1998, (one hundred seventy-eight [178] points effective July 1, 1998; one hundred seventy-five [175] points effective July 1, 1999) as specified, overtime on an hour-for-hour basis shall be authorized under the provisions of this MOU. If any Agent is below one hundred eighty [180] points (one hundred seventy-eight [178] points effective July 1, 1998; one hundred seventy-five [175] points effective July 1, 1999) and is given additional duties, he/she will be given one (1) point for each hour actually worked up to until one hundred eighty (180) points (one hundred seventy-eight [178] points effective July 1, 1998; one hundred seventy-five [175] points effective July 1, 1999).**

- C. The Parole Agent II, Assistant Unit Supervisor, will be assigned three-fourths ($\frac{3}{4}$) of a standard Agent workload, regardless of supervision classification.**
- D. During the term period of this MOU, the State may require one (1) additional monthly face-to-face contact for high control cases. Should the State require this additional contact, the point count for high control cases shall be increased to four (4) points.**
- E. Each region will plan/develop one (1) task-driven parole model which will include day reporting/confinement centers. Each region will institute a committee of equal members of CCPOA and State staff to accomplish this.**

CCPOA and the State will work together towards front-end funding of this project in the Legislative 1998/1999 budget year.

- F. This section expires on June 30, 2000.**

19.07 CDC Parole Agent's Use of State Vehicles

Effective November 1, 1998, all CDC Parole Agents I, II and Parole Service Associates (PSA) assigned to private and public community correctional facilities, institution-based revocation units, gang coordinators, jail liaison duties, INS/Deport units, non-case carrying re-entry duties, Interstate Unit, Regional/Parole Headquarters, administrative or special assignments will no longer be assigned State vehicles for home storage.

- A. State vehicles may be made available for these parole staff at their work locations for use during the scheduled work day. A parole staff person, with prior supervisory approval, may be permitted temporary overnight home storage of a State vehicle based on workload or operational needs.**
- B. Parole Agents, with prior supervisory approval, may be authorized to use their private vehicle and be reimbursed for mileage.**
- C. The State and CCPOA agree to meet locally in each Parole Region to discuss the implementation of this provision. These meetings shall be scheduled to review local procedures for utilization of State vehicles upon implementation of this section. Implementation shall not begin until these meetings have been completed.**
- D. Specially funded programs which provide State vehicles for Parole Agents I and II are excluded from this provision.**
- E. Upon ratification, the State and CCPOA agree to meet and confer in each Parole Region over non-institutional-based revocation agent vehicle home storage permits.**

ARTICLE XX

CORRECTIONAL COUNSELORS I

20.01 Correctional Counselor Work Hours

- A. The normal work schedule for Correctional Counselors shall be either a four (4) day or five (5) day work week, of forty (40) hours per week, Monday through Friday. The Counselor may deviate from the normal work days or hours with prior supervisory approval.**
- B. Each Correctional Counselor shall submit a work schedule to the supervisor for each month at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of the month. In submitting his/her schedule for supervisory approval, each Correctional Counselor will propose whether or not he/she will take a lunch break during the period of time which is covered by that schedule. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled month, provided it meets the Correctional Counselor's duties, responsibilities and institutional needs. If a requested work schedule is denied, the reasons for the denial will be given to the employee in writing upon request. If the Counselor does not submit a monthly work schedule, the supervisor will assign the work schedule.**
- C. Current daytime schedules will be maintained unless deviation therefrom is mutually agreed to by the supervisor and employee. The institution may require Correctional Counselors, excluding camp counselors, working a given unit (on a non-overtime basis) to work up to one (1) evening per week (up to 8:30 p.m.) based on legitimate institutional program needs. Evening work is defined as those hours worked after 6:00 p.m. None of this precludes scheduled or unscheduled overtime work.**
- D. The supervisor may occasionally require a work schedule change for events that were not originally foreseen when the work schedule was originally submitted. This might occasionally include evening work or a weekend day based on legitimate institutional program needs. The supervisor shall give a seven (7) calendar days' prior notice for this temporary change.**
- E. Employee-requested changes in the work schedule will require supervisory approval.**

20.02 Correctional Counselor WorkloadA.

- A. The Department of Corrections shall provide equitable workload assignments for all Correctional Counselors within an institution. The status of Correctional Counselor workload assignments shall be monitored by management, and appropriate steps will be taken to balance the workload. Management shall authorize overtime, when necessary, or a reasonable accommodation will be made to avoid unrealistic work expectations. The Correctional Counselor I can request an accommodation in writing, and the Department has fourteen (14) calendar days to respond in writing. Management will reasonably accommodate by rescheduling his/her normal duties at another time, reassigning the duties to another Correctional Counselor, or authorizing overtime when a need exists.**

Correctional Counselors utilized for short-term acting assignments which preclude them from performing their full range of normal duties shall be reasonably accommodated by rescheduling the normal duties at another time, reassigning the duties to another Correctional Counselor, or authorizing overtime when a critical need exists.

- B. The State shall fill vacant positions and/or new positions in a timely manner.**
- C. In order to increase inmate access to counselors, Correctional Counselors shall be able to ducat inmates for classification and other related casework subject to administrative approval.**

ARTICLE XXI

MEDICAL TECHNICAL ASSISTANTS

21.01 CDC MTA Survey

- A. CDC recognizes the continued need for and use of the MTA classification. A comprehensive study shall be conducted to determine the best utilization of the MTA classification. The study will identify both the health care and security needs of the classification within CDC's system-wide health care services delivery program. The parties agree to establish a joint labor/management advisory group, composed of an equal number of voting members of management and labor representatives. This group will operate under a Deputy Director to develop the scope and methodology for the study and monitor its completion through the use of a staff group. CCPOA shall have one representative on paid status as a member of the staff group at the Division of Health Care Services.**

The survey will examine the issues of a potential class name change, standardization of safety equipment, and MTA posts to review the balance of nursing and security needs of each post. The staff group must meet with at least one (1) CCPOA designated MTA representative at each institution, to assure whether the MTAs at that facility are providing accurate and complete information to the staff group. The study will provide assessment of safety/security equipment needs and the level of nursing (LVN/RN) needs for the entire nursing service delivery.

- B. The study will identify alternative approaches for optimizing the balance of security and nursing needs. Each approach will include a clearly defined implementation plan time line and resource requirements. The study shall be completed within twenty four (24) months of the signing of this MOU. The findings of this study will begin to be implemented within six (6) months of the study's completion.**

- 1. It is mutually recognized that unanticipated fiscal, legal or statutory constraints, new program developments or new methods of service delivery may exist at the time the study is completed, which could influence the implementation of the findings.**
- 2. If the unanticipated change(s) substantially alters the results of the study, both parties agree to use the committee to address the concerns.**
- 3. It is mutually recognized that the approach selected may result in more or fewer MTAs but not elimination of the MTA classification.**

21.02 Sick Call Protocol

CDC agrees to develop and implement protocols at each institution for inmate sick call screening and bus screening. This protocol shall be developed in consultation with the MTAs doing the specific work. This does not limit the CDC from developing and implementing other protocols as needed.

21.03 MTA (CDC) Training Program

A. MTA Minimum Qualifications:

- 1. CDC may recruit prospective Medical Technical Assistants while they are attending LVN or RN school, or have graduated from such a school or course, provided the prospective MTA successfully obtains an LVN/RN license and either obtains an EMT-1 certificate or completes one (1) year of work experience rendering patient or nursing care (accumulated part-time work may be used to meet this one [1] year requirement) prior to employment.**
 - 2. CDC and CCPOA recognize that the acceptance of the EMT-1 certificate as an alternate minimum qualification for the hiring of LVNs/RNs, as MTAs directly from school in lieu of the one (1) year work experience requirement cannot be implemented until incorporated into the class specification(s) by the State Personnel Board. CDC shall do everything to expedite acceptance of the EMT-1 certificate being incorporated into the class specification(s) by the State Personnel Board.**
 - 3. This section does not negate the ability of the Department to hire eligible prospective employees from the military who have not yet obtained an LVN/RN license. Such persons, if hired, will still have the requisite six (6) months in which to obtain the LVN or RN license. If they obtain the LVN or RN license within the first six (6) months of employment, they must then complete all the other training requirements imposed by this section or CPOST.**
- A. All present and future MTAs in CDC will be afforded an opportunity to receive EMT-1 and I.V. Therapy Certification training, on a voluntary basis.**

1. **On or before April 1, 1998, CDC will submit a request to the Office of Emergency Services to authorize CDC as its own EMT-1 certification agency.**
 2. **MTAs in CDC may accomplish the I.V. Therapy Certification on Official Business time or Continuing Education time.**
 3. **The EMT-1 training will start no later than January 1, 1998, unless mutually waived by the parties. The training program will be such that the certificate can be earned within six (6) months, if the employee so chooses.**
 4. **Until such time that CDC is approved to be their own EMT-1 licensing agency, those MTAs who transfer to a different institution in another county which does not recognize his/her certificate, will have one (1) year, using his/her own time, to obtain EMT-1 certification in their new work location.**
- A. **Any MTA who fails to obtain the EMT-1 or I.V. Therapy Certificate within the allotted time period, may request CPOST for a time extension. Failure to obtain the certificate within the time as set by CPOST will result in the MTA repaying the cost of the course to the Department.**
 - B. **CDC may provide some or all of the EMT-1 training during normal work hours. To the extent this is not possible, the training may be afforded during the off-duty time of the MTA. Off-duty training of an MTA will be on their own time without pay, on a voluntary basis.**

21.04 MTA Standby

- A. **MTA Standby is defined as an assignment whereby an MTA must remain physically and geographically able to respond to the institution when contacted by telephone or electronic paging device. This assignment shall be in addition to the MTA's normal work schedule.**
- B. **Any time an MTA is on standby for a period of seven (7) consecutive days, he/she shall receive fourteen (14) hours of Compensating Time Off (CTO) for each standby assignment.**
- C. **If the MTA is called out of his/her home while performing standby duty, said duty shall be considered callback.**
- D. **Should an MTA be on standby less than seven (7) consecutive days, the compensation will be appropriately prorated for the number of days worked.**
- E. **MTAs assigned to standby duty on any holiday recognized in Section 10.11 B., of this MOU, shall be compensated with an additional eight (8) hours of holiday credit. No employee shall be required to work more than one (1) holiday in a row except for holidays in the same week, or the same holiday two (2) years in a row, except where the MTA is the sole, qualified individual for the function.**

21.05 MTA (DMH) Program

- A. **MTA Minimum Qualifications:**

1. **DMH may recruit prospective MTAs while they are attending LVN, RN, or Psychiatric Technician school, or have graduated from such a school or course, provided that the prospective MTA successfully obtains an LVN/RN/PT license and either obtains an EMT-1 certificate or completes one (1) year of work experience rendering patient or nursing care (accumulated part-time work may be used to meet this one [1] year requirement) prior to employment.**
 2. **DMH and CCPOA recognize that acceptance of the EMT-1 certificate as an alternate minimum qualification for the hiring of LVNs, RNs, or PTs as MTAs directly from school in lieu of the one (1) year work experience requirement cannot be implemented until incorporated into the new class specification(s) by the State Personnel Board. DMH shall do everything to expedite acceptance of the EMT-1 certificate being incorporated into the class specification(s) by the State Personnel Board.**
 3. **This section does not negate the ability of the Department to hire eligible prospective employees from the military who have not yet obtained an LVN/RN/PT license. Such persons, if hired, will still have the requisite six (6) months in which to obtain the LVN, RN or PT license. If they obtain the LVN, RN or PT license within the first six (6) months of employment, they must then complete all the other training requirements imposed by this section or CPOST.**
- B. DMH agrees to afford all MTAs the Psychiatric Technician Licensure Program on a voluntary basis. This training program must be approved by CPOST prior to being offered to MTAs.**
- C. DMH may provide some or all of the Psychiatric Technician training during normal work hours. (To the extent this is not possible, the training will be afforded during the off-duty time of the MTA apprentices. Off-duty training afforded to MTA apprentices will be on their own time without pay.)**
- D. DMH agrees to assist in adjusting work schedules for MTA apprentices in order to accommodate any "related and supplemental" training requirements.**

21.06 MTA (CYA) Program

A. MTA Minimum Qualifications:

1. **CYA may recruit prospective MTAs while they are attending LVN or RN school, or have graduated from such a school or course, provided that the prospective MTA successfully obtains an LVN/RN license and either obtains a certificate or completes one (1) year of work experience rendering patient or nursing care (accumulated part-time work may be used to meet this one [1] year requirement) prior to employment.**
2. **CYA and CCPOA recognize that the acceptance of the EMT-1 certificate as an alternate minimum qualification for the hiring of LVNs or RNs, as MTAs directly from school in lieu of the one (1) year work experience requirement**

cannot be implemented until incorporated into the class specification(s) by the State Personnel Board. CYA shall do everything to expedite acceptance of the EMT-1 certificate being incorporated into the class specification(s) by the State Personnel Board.

3. This section does not negate the ability of the Department to hire eligible prospective employees from the military who have not yet obtained an LVN/RN license. Such persons, if hired, will still have the requisite six (6) months in which to obtain the LVN or RN license. If they obtain the LVN or RN license within the first six (6) months of employment, they must then complete all the other training requirements imposed by this section or CPOST.
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- B. All existing LVN-MTAs will be afforded an opportunity to obtain an RN license on a voluntary basis. The Department will prepay for an RN licensure course through the New York State Regents or an equivalent program acceptable to the RN Licensing Board at the MTA's option and departmental approval. This will be afforded to all MTAs who do not currently possess an RN license and will subsidize the thirty (30) unit course at an approximate cost of up to \$3,200 per MTA. If the MTA fails to complete the course, they will be expected to repay the entire cost of the course.
 - C. CYA agrees to assist in adjusting work schedules for MTAs who are assigned rotating, irregular shifts (i.e., VR, PIE) in order to accommodate any testing requirement of the New York State Regents course or equivalent, and the National Council Licensure Examination. The Department also agrees to assist in adjusting work schedules to facilitate completion of required courses.
 - D. All MTAs who were or will be hired from military service will continue to be afforded six (6) months in which to obtain an LVN license. In the event that an MTA hired from the military can successfully challenge the RN Board and obtain licensure, they will be exempt from the RN training course as contained in this MOU.
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1. All prospective LVN-MTAs will be afforded the New York Regents RN course or equivalent program, on a voluntary basis, as provided in this MOU.
 2. All efforts will be made to recruit additional MTAs to fill existing and future MTA vacancies. These MTAs may have an RN license at their time of hire. RN licensed MTA posts will be maintained as a Peace Officer class of Bargaining Unit 6 and will be filled with MTAs. All reclassification of current MTA positions, inclusive of the ones that the reclassification is currently being held in abeyance, will cease.
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- B. MTAs will be allowed to purchase khaki jumpsuits as an optional departmental uniform worn at the MTA's discretion.
 - C. Implementation: The RN training course will commence as soon as economically feasible after January 1, 1998.

D. If CYA establishes CTCs, CCPOA and CYA agree to re-open this section of the MOU in accordance with Section 27.01.

21.07 MTA Certification and License Renewal

- A. CDC, CYA and DMH agree to reimburse MTAs for the actual costs of renewing their professional license(s) and certification(s). Nothing in this section shall be construed to relieve MTAs of any requirement to maintain professional licenses, certificates, registrations, etc.**
- 1. Any MTA who fails to obtain and maintain the required licensure or certificate(s) will be immediately placed on Leave of Absence Without Pay.**
 - 2. CYA agrees to only reimburse its MTAs for either the LVN or RN license, not both. Once a CYA MTA has obtained an RN license, the Department will only reimburse the MTA for the RN license.**
 - 3. DMH agrees to reimburse its MTAs for either the LVN, or Psychiatric Technician license. Once an MTA has obtained a Psychiatric Technician license, DMH will reimburse that MTA a minimum of \$90.**
 - 4. CDC agrees to reimburse its MTAs for either an LVN or RN license, but not both, and for the EMT-1 certification. If an MTA already has an RN license, that will be the license/renewal for which the Department will reimburse the MTA.**
- B. Each Department agrees to reimburse MTAs, who with prior approval of the Appointing Authority, have incurred expenses as a result of satisfactorily completing continuing education courses approved by the Department and required to maintain a current licensure and/or recertification and continuing education requirements. Such reimbursement shall be limited to tuition and/or registration fees and cost of course-required books.**
- C. Each department will assure that at least sixteen (16) hours of continuing education courses shall be made available to each MTA per fiscal year. Unless sufficient continuing education courses are provided by the Department, MTAs shall be granted reasonable time off, not to exceed twenty-four (24) hours per fiscal year, without loss of regular pay, to attend continuing education courses scheduled during their normal working hours.**

21.08 Ward Medication

- A. The Youth Authority agrees to pursue funding to eliminate all direct or indirect dispensing of medication by Youth Correctional Officers or Youth Correctional Counselors.**
- B. Until such funding is appropriated, the Department will continue to implement unit dose packaging and delivery where available and will assure that medication is properly packaged and labeled in every setting.**
- C. The Youth Authority/CCPOA agree to form a quarterly working committee to oversee the unit dose delivery system and resolve any problems until an alternate system is implemented.**

21.09 MTA Shift Assignments by Seniority (Watch Preference)

- A. There shall be sixty percent (60%) of the MTA shift assignments in the Department of Corrections allotted according to seniority at each institution having thirty (30) or more MTA positions.**
- B. The word "assignment" as used in this section is synonymous with that of "position."**

ARTICLE XXII

CYA INSTITUTIONAL PAROLE AGENTS/CASEWORK SPECIALISTS

22.01 CYA IPA and Casework Specialist Work Hours

- A. The normal work schedule for IPAs and Casework Specialists shall be a four (4) day or five (5) day work week of forty (40) hours per week, but with no specified maximum number of hours per day. Each IPA and Casework Specialist shall submit to the supervisor for approval a monthly work schedule one (1) week prior to the beginning of each month. Any changes in the work schedules, excluding emergencies, will require prior supervisory approval. IPAs and Casework Specialists will advise the supervisor of emergency changes no later than the next work day. If the IPA or Casework Specialist does not submit a monthly work schedule, the supervisor shall schedule his/her work hours. The schedule shall reflect those hours of work needed to provide the necessary level of service for such concerns as classification, ward/inmate contact, programs, custody and other routine or special assignments appropriate to the IPA and Casework Specialist classification and responsibilities.**
- B. All IPAs and Casework Specialists may schedule at least one (1) four-ten-forty (4/10/40) work week per month.**
- C. As part of the monthly scheduling, IPAs and Casework Specialists may request their workday be scheduled without a meal break or, may schedule a meal break varying from thirty (30) minutes to one (1) hour subject to the requirements outlined in A.**
- D. Consistent with local commute plans, Casework Specialists may telecommute two (2) work days per month provided the individual has no case backlog. No**

individual on an alternate work schedule may telecommute. A telecommuting schedule is subject to the requirements outlined in A.

22.02 CYA IPA and Casework Specialist Orientation

The Institutions and Camps Branch will develop a specific orientation training course for IPAs and Casework Specialists in Section 4000 of the Institutions and Camps Branch Manual. This will be completed by December 31, 1998.

22.03 CYA IPA and Casework Specialist Workload

- A. The State shall continue to use budgetary staffing ratios for IPAs as established by the Legislature, which ranges from one hundred to one (100:1) down to fifty to one (50:1) wards/inmates per IPA depending upon the housing unit and/or program to which the IPA is assigned. IPAs shall, with prior approval from the supervisor, handle excess workload assignments on an overtime basis.**
- B. Casework assigned to Casework Specialists shall be made in a consistent and equitable manner based on institutional needs.**
- C. The State shall fill vacant positions and/or new positions in an expeditious and timely manner.**

ARTICLE XXIII

CYA TRANSPORTATION UNIT

23.01 CYA Youth Correctional Officer Transportation Unit Lunch Period

Each CYA Youth Correctional Transportation Officer may, with the supervisor's approval, take a lunch break if that Youth Correctional Officer's job assignment does not preclude the Youth Correctional Officer from taking a lunch break.

ARTICLE XXIV

CYA YOUTH CORRECTIONAL COUNSELORS AND YOUTH CORRECTIONAL

OFFICERS

24.01 CYA Living Unit

The existing practice concerning hand-held radios shall continue at each facility/institution.

- A. Each living unit will be assigned at least one (1) hand-held radio, with the necessary charging equipment.**
- B. The State will arrange to have enough radios available so that during each movement away from a living unit the Youth Correctional Counselor assigned to that movement can be issued a hand-held radio.**

24.02 Youth Correctional Counselor/Shift Duties

Employees shall receive Post Orders and Duty Statements annually at the time of performance appraisal.

24.03 Youth Correctional Counselor Workload

- A. The Youth Correctional Counselor caseload will normally be eleven (11) wards. Youth Correctional Counselors shall, with prior approval from the supervisor, handle excess workload and caseload assignments on an overtime basis.**

B. Youth Correctional Counselor Workload

- 1. The California Youth Authority (CYA) will establish a casework plan for each institution with Youth Correctional Counselors (YCC) which includes a formal casework schedule, identification of formalized casework responsibilities, a process for weekly verification of casework time, and definition of casework roles for the YCC, Senior Youth Correctional Counselor (SYCC), and Institutional Parole Agent (IPA).**
- 2. Each institution, by living unit, will establish a monthly small group and casework schedule for each YCC. It is understood the amount of casework time relief may vary based on the level of formalized casework required during a given month.**
- 3. Youth Correctional Counselor casework will be prioritized at all institutions and camps operated by the CYA. There are many potential casework priorities. Each YCC and his/her SYCC have a responsibility to discuss and evaluate specific casework priorities on a weekly basis. If there are any doubts on priority, the SYCC will make a final prioritization of specified casework assignments.**

a. Orientation

- 1. Workload**
- 2. Special Program Needs**

a. Case Reports

- 1. M-Case Reports where applicable**

- i. File Maintenance**
- ii. Counseling Chrono**
- iii. File Review**
- iv. Behavior Reports**
- v. Program Credits**

- 1. YOPB Board Reports**
- 2. Annual Reports**

- i. File Maintenance (Unit)**
- ii. Counseling Chrono**
- iii. File Review**
- iv. Behavior Reports**
- v. Program Credits**

- 1. Parole Planning**
- 2. Transfer Summaries**
- 3. ICC Report**

- i. ICC Forms**

- 1. Special Contracts/Reports (option by institution)**
- 2. Design for Living Requirements where applicable**

a. Formal Counseling (Individual/Small/Large Group)

- 1. Commitment Offense and Victim Awareness**
- 2. Counseling Chronos**
- 3. Small Group Documentation - Individual, Small & Large Group Counseling**
- 4. Behavior Reports**
- 5. Living Unit Log**

a. Case Conference Meeting

- 1. Case Conference Staff Feedback Form**

a. WEPD

- b. Camp Eligibility**
- c. Program Placement**

- 4. SYCC will provide a daily schedule of preassigned casework and small group time for the living unit.**

5. It will be the SYCC's responsibility to provide the YCC with sufficient opportunity to use the assigned casework and small group time to complete his/her formalized casework.
 6. YCCs and SYCCs will meet to discuss casework needs and modify the schedules monthly. By the 25th day of each calendar month, the IPA and SYCC must inform each YCC who provides casework to the PA, what reports and other casework are due between zero and thirty (0-30) calendar days from the beginning of the upcoming calendar month and what reports and other casework are due between thirty-one (31) and sixty (60) calendar days from the beginning of the upcoming calendar month. The YCC will provide the SYCC with an estimate of how much casework time the YCC needs during the next month.
 7. Using a negotiated format, the YCC will verify his/her ability to use casework time on a daily basis. A casework Verification Form (CVF), is an example of such a verification sheet.
 8. On a weekly basis, the SYCC will assess the availability of casework time for the YCCs. Regardless of the reason for the lost time, all lost time is to be replaced within two (2) calendar weeks or ten (10) work days.
 9. The appropriate Treatment Team Supervisor (TTS) will review the assignment and availability of casework every two (2) weeks as recorded on the CVF. The TTS will monitor the effort to provide an equitable distribution of casework time and, where available and necessary, casework relief coverage to all YCCs.
 10. Each Superintendent will provide, upon request, the local CCPOA Chapter President or a designee, copies of the CVF, living unit schedules, and negotiated assignment and verification sheets to substantiate the allocation of formalized casework time. These documents shall be maintained for a period of one (1) year, and made available to the Chief Job Steward to copy in cases of dispute.
 11. The parties agree to establish local Forms Management Committees to review the paperwork currently required as part of the YCC's overall casework responsibilities. They will make every effort to ensure the casework process is efficient and timely.
- B. For casework purposes, YCCs will be permitted to hold back or have brought to them wards who are assigned in school and trade. Since casework is an integral part of the Youth Authority program, casework will be considered part of the Youth Authority's educational and rehabilitative program.

The Program Manager will monitor all hold-backs or call-backs to ensure that they do not impact on required attendance or the function of any work/trade program. The Program Manager will not arbitrarily and capriciously withhold approval.

24.04 CYA Staffing/Ward Population

The Youth Authority agrees that institutional population will be distributed and balanced in a manner that will provide for optimum staff and ward safety while maintaining a full range of program services given operational needs and constraints. For purposes of counting posts, the first watch Youth Correctional Officer(s) do/does not count as a post and Senior Youth Correctional Counselors, absent regular day off relief, are considered in post.

- A. The Youth Authority agrees that open dorms shall be staffed in the following manner:**

Open Dorm

Population Living Units

50 (§12.08(c): 46 - 55) 5 Post

60 (§12.08(c): 56 - 65) 6 Post

70 (§12.08(c): 66 - 75) 6 Post

80 (§12.08(c): 76 - 85) 7 Post

90 (§12.08(c): 86 - 95) 8 Post

100 (§12.08(c): 96 - 105) 9 Post

- B. The Youth Authority agrees that housing units containing individual rooms shall be staffed in the following manner:**

Single Room

Population Living Units

50 (§12.08(c): 46 - 55) 4 Post

60 (§12.08(c): 56 - 65) 5 Post

70 (§12.08(c): 66 - 75) 6 Post

80 (§12.08(c): 76 - 85) 7 Post

90 (§12.08(c): 86 - 95) 7 Post

100 (§12.08(c): 96 - 105) 8 Post

- C. In order to enhance safety, the Youth Authority agrees to place wards on living units in a manner which maximizes Youth Correctional Counselor posting patterns. It is not the intent of the Department to contravene A. and B. above. Youth Authority will not use "sleepers," "wards in transition," "contract wards" or any other device to artificially lower the population on any living unit. When Youth Authority lists a ward on a living unit roster, that ward is on the living unit population for purposes of Youth Correctional Counselor posting. Wards on court furlough status are not on living unit rosters for purposes of this section. For each increase in ten (10) wards beyond the examples in 24.04 A. and 24.04 B., the California Youth Authority will add an additional Youth Correctional Counselor Post to the relevant unit.**
- D. The Youth Authority agrees to notice and meet and confer with CCPOA over the impact of overcrowding as it relates to the utilization of nontraditional living areas for the housing of wards. This will also include meeting and conferring over the impact of overcrowding when any housing unit experiences overcrowding of one hundred and ninety percent (190%) or more.**
- E. If management violates this section, the employee(s) on the overtime by seniority list who was/were eligible for the post assignment(s) will be awarded six (6) hours of overtime (nine [9] hours pay).**
- F. In the event that the Department of Finance or the Legislature impose a significant budget reduction, the Youth Authority retains the right to modify the staffing levels described in this section and will provide appropriate notice to CCPOA and will meet and confer with CCPOA.**
- G. The Youth Authority agrees to meet and confer with CCPOA within ninety (90) days of the ratification of this MOU to establish post patterns for all staff assigned to institution-based camps. The scope of this meet and confer shall also include post assignment schedules, post orders, Youth Correctional Counselor caseload assignments and PIE scheduling. (See Appendix Item #12)**

24.05 Post and Bid by Seniority for Youth Correctional Counselors

- A. There shall be sixty percent (60%) of the Youth Correctional Counselor assignments in CYA allotted according to seniority. Once a Youth Correctional Counselor successfully bids for a seniority assignment, he/she shall not be eligible to bid again for a twelve (12) month period. An employee who bids to a lock-up unit cannot remain longer than two (2) years without a management waiver.**

All Intensive Treatment Programs (ITP), Sex Offender Programs (SOP), and Special Counseling Programs (SCP), other than those at NYCRC and SYCRC, are not subject to seniority bid under this section. If, during the life of this agreement an additional living unit or units with at least seven (7) YCC positions is activated at either NYCRC or SYCRC, then the ITP,

SOP and SCP programs at the impacted institution(s) will become exempt from seniority post and bid. If the ITP or STP programs at either NYCRC or SYCRC become exempt from seniority post and bid during the life of this agreement, then these two (2) programs will be reconfigured according to existing shift and bid procedures.

- B. In order to remain in the shift assignment of choice, the senior employee must maintain a satisfactory level of performance.**

If there is no interest in the vacant "seniority" shift assignment, management shall fill the assignment by existing rules, policies, and practices. For those shift assignments retained by management, existing rules, policies, and practices, with regard to filling vacancies, shall remain in effect.

Management shall have the discretion to review and redesignate the selected shift assignments. Nothing in this section shall diminish management's right to carry out departmental goals and objectives nor interfere with management's rights to meet operational needs in making shift assignments. The aforesaid will not be done in an arbitrary or capricious manner.

The Department of the Youth Authority agrees not to alter existing "day off" patterns, unless the chapter president and the Appointing Authority mutually agree to do so.

- C. If the local CCPOA Chief Job Steward is a YCC, the Department will hold one (1) seniority second watch assignment with Saturdays and Sundays off vacant for that Chief Job Steward.**
- D. When an employee requests, local management may approve an exemption to the time frames in paragraph A. above. This will only be done on an exception basis.**
- E. In the event the employer has a legitimate reason to change a seniority bid, the following will occur:**
- 1. The local Chief Job Steward and the impacted employee must be notified in writing prior to the change as to the specific reasons for the change.**
 - 2. The impacted employee may either (a) remain in the position, (b) bid to a vacant seniority bid position, or (c) request placement and be placed in a management position with the same RDOs and substantially similar start and stop times as the employee's original bid position. In this latter case, the employee may not remain in the management position longer than twelve (12) months without prior management approval.**
- A. No later than January 1, 1999, all facilities will reconfigure the ITP, SOP, and SCP programs for YCCs, such that YCCs will begin working in their new assignments.**

24.06 Youth Correctional Counselor Voluntary Demotion

Youth Correctional Counselors shall be able to apply for vacant Youth Correctional Officer positions within their institution/facility consistent with the seniority provisions contained in this MOU. Demotion to Youth Correctional Officer shall be effective on the date the Youth Correctional Counselor is awarded the Youth Correctional Officer post.

24.07 CYA Incident Debriefing

Designated management or supervisory staff will interview affected staff immediately following the settling of any major incident or disturbance within one and one-half (1½) hours of the incident, and no later than the end of the shift. The purpose of this interview will be to assess whether the affected staff has undergone any negative impact. If, in the supervisor's opinion, the affected staff has undergone a negative impact, it will be the responsibility of the designated manager or supervisor to refer that employee to the appropriate agency, or provider of the necessary services.

24.08 PIE Usage Behind Youth Correctional Counselors

When a PIE is assigned Youth Correctional Counselor casework relief, supervisory staff should not be permitted to use the PIE to be relieved from their (the supervisor's) duties.

24.09 Post Assignment by Seniority for Youth Correctional Officers

- A. There shall be sixty percent (60%) of the Youth Correctional Officer (YCO) post assignments in CYA allotted according to seniority. Once a YCO successfully bids for a seniority assignment, he/she shall not be eligible to bid again for a twelve (12) month period of time.**
- B. In order to remain in the post assignment of choice, the senior employee must maintain a satisfactory level of performance.**

If there is no interest in the vacant "seniority" post assignment, management shall fill the assignment by existing rules, policies, and practices. For those post assignments retained by management, existing rules, policies, and practices, with regard to filling vacancies, shall remain in effect.

Management shall have the discretion to review and redesignate the selected post assignments. Nothing in this section shall diminish management's right to carry out departmental goals and objectives nor interfere with management's rights to meet operational needs in making post assignments. The aforesaid will not be done in an arbitrary or capricious manner.

The Department of the Youth Authority agrees not to alter existing "day off" patterns, unless the local chapter president and the Appointing Authority mutually agree to do so.

- C. If the local CCPOA Chief Job Steward is a YCO, the Department will hold one (1) seniority second watch assignment with Saturdays and Sundays off vacant for that Chief Job Steward.**
- D. In the event the employer has a legitimate reason to change a seniority bid, the following will occur:**
 - 1. The local Chief Job Steward and the impacted employee must be notified in writing prior to the change as to the specific reasons for the change.**
 - 2. The impacted employee may either (a) remain in the position, (b) bid to a vacant seniority bid position, or (c) request placement and be placed in a management position with the same RDOs and substantially similar start and stop times as the employee's original bid position. In this latter case, the employee may not remain in the management position longer than twelve (12) months without prior management approval.**
- A. No later than January 1, 1999, all facilities will have completed the post and bid implementation process for YCOs.**
- B. Until such time as post and bid is implemented, watch preference shall remain in effect.**

ARTICLE XXV

CAMPS

25.01 CDC/CYA Camp Files

- A. The State will provide a copy of an employee's personnel file via the US Postal Service mail process upon his/her request.**
- B. The State will ensure that the supervisory file will be maintained at the camp to which the employee is currently assigned. These files will be maintained in a central location under lock and key and accessible to the employee at his/her request.**

25.02 Continuous Hours of Work/Dead Time/Emergencies

Section 11.03 shall not apply to camp officers during emergencies. Once an officer has returned to the camp from an extended emergency (three [3] days and over), the officer shall be afforded one (1) hour to complete all paperwork and clean and repack equipment in order to be ready for the next fire. If, at that point, the officer has put in sixteen (16) or more continuous hours of work, the Department

representative shall ask the officer if he/she is able to complete the officer's shift. If not, the officer shall be allowed to go home and have at least an eight (8) hour break. If the officer feels that the officer can complete that shift, the officer shall be allowed to do so and then be allowed the eight (8) hour break.

ARTICLE XXVI

PERMANENT INTERMITTENT APPOINTMENTS

26.01 Permanent Intermittent Appointments

- A. A Permanent Intermittent appointment is an appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A Permanent Intermittent Employee (PIE) may work up to eighteen hundred (1,800) hours in any calendar year.**

The number of hours and schedule of work shall be determined based upon the operational needs of each department. The State will make every effort to offer each PIE, not otherwise employed by the State, an average of one hundred (100) hours of work per pay period provided that work is available and the employee is ready, willing, and able to work as needed. The employer is not obligated to offer any hours to a PIE who holds or secures a full-time appointment with any State agency.

Disputes regarding this paragraph will be grievable only up to the third step of the grievance procedure.

- B. Each department may establish an exclusive pool of PIEs based upon operational need.**
- 1. Each department will endeavor to provide PIEs reasonable advance notice of their work schedule.**

A. Availability to Work

- 1. Except in camp settings, PIEs must be available to work all available shifts.**
- 2. PIEs may be assigned regular days off, to a specific watch or area, except by local agreement or when an institutional need arises.**
- 3. In CDC, work assignments will be offered to PIEs based on an alphabetical rotational basis.**
- 4. In CDC, PIEs may be assigned to a post in two (2) week increments. PIEs assigned to these posts will be rotated using the continuous alphabetical listing every two (2) weeks.**
- 5. In CDC, once a PIE accepts work or refuses to work, or contact with the employee was unsuccessful, the employee will not be offered another assignment until his/her name reappears on the alphabetical rotation list.**

6. Any refusal to work other than for reasons of verified illness (self or family), jury duty, or military obligations constitutes a waiver.
7. Definitions:
 - a. **Contact:** Verbal contact with the PIE or other adult living at the PIE's address, a page, or message left on voice mail or an answering machine.
 - b. **Waiver:** Verbal refusal by the employee to work when offered a work assignment. Failure to respond to an electronic page, voice mail message, or answering machine message does not constitute a waiver.
1. Only three (3) waivers in a twelve (12) month period are permitted. The fourth waiver to accept a work assignment within a twelve (12) month period may result in non-punitive termination proceedings.

A. Non-availability

1. Upon request, the Appointing Authority may grant a PIE a period of non-availability not to exceed twelve (12) months during which the employee shall not be charged with a waiver. Non-availability may be granted based on the employee's enrollment in an educational program or hardship based on a documented family health care problem.
2. Approved non-availability status may impact the hours of work available to the employee.
3. The period of non-availability may be revoked based on operational needs.
4. An employee on non-availability status who files for unemployment insurance benefits shall be immediately removed from such status.

- A. The Appointing Authority or designee may grant a PIE limited availability.
- B. A PIE earns one (1) "qualifying pay period" for every one hundred and sixty (160) hours of paid employment in a monthly pay period or accumulated pay periods. The hours of paid employment in excess of one hundred and sixty (160) hours in a monthly pay period shall not be counted or accumulated. When an employee has a break in service or changes to full time, any combination of time worked which does not equal one (1) qualifying pay period of full-time service shall not be counted or accumulated.

C. Retirement

A PIE qualifies for retirement membership after working one thousand (1,000) hours in a fiscal year (July 1 through June 30). All hours paid in a pay period are credited toward retirement membership eligibility.

After accruing one thousand (1,000) hours in a fiscal year, a portion of each employee's monthly pay is deducted and put into the retirement fund. In addition, the State contributes an amount on an employee's behalf each month according to a formula.

- D. Each department will establish a date by which its PIEs shall receive their regular pay.**
- E. All remaining conditions of employment that relate to the employee shall be administered in accordance with applicable rules and regulations, unless modified by this MOU.**
- F. Change in Time Base to Full Time**
 - 1. To be considered for a change in time base, the PIE must:**