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**IDnum** 110      **Language** English      **Country** United States      **State** CA  
**Union** CCPOA (California Correctional Peace Officers Association)

### Local

Occupations Represented
Firefighting occupations
Medical assistants
Probation officers and correctional treatment specialists

**Bargaining Agency** State of California

**Agency industrial classification (NAICS):**

92 (Public Administration)

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**Notes** Bargaining Unit 6 - Corrections

### Contact

**Full text contract begins on following page.**

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**AGREEMENT**  
between  
**STATE OF CALIFORNIA**  
and  
**CALIFORNIA CORRECTIONAL PEACE OFFICERS  
ASSOCIATION (CCPOA)**  
covering

**BARGAINING UNIT 6  
CORRECTIONS**

Effective  
**07/01/99** through **07/02/01**

**CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION  
BARGAINING UNIT 6  
CORRECTIONS**

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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 (CCPOA), hereafter referred to as CCPOA, has as its purpose the promotion of harmonious labor relations between the State and CCPOA; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other terms and conditions of employment.

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

## **ARTICLE I - RECOGNITION**

### **1.01 Recognition**

- A. Pursuant to the Public Employment Relations Board certification, the State recognizes CCPOA as the exclusive representative for employees in the Corrections Unit 6.
- B. Pursuant to Government Code Sections 19815.5 and 3517, CCPOA recognizes the Director of the Department of Personnel Administration (DPA) or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.

## **ARTICLE II - CCPOA REPRESENTATION RIGHTS**

### **2.01 Distribution of Literature**

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

## **2.02 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 (CO) 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 (8<sup>th</sup>) 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. Chief Job Stewards shall be given an assignment in accordance with CDC/CYA post and bid/post assignment by seniority sections of this MOU. This shall exclude Chief Job Stewards' positions at camps.

- B. 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.
- C. There shall be no more than two (2) Chief Job Stewards for the MTAs employed within DMH Mental Health Unit. The Chief Job Steward(s) shall be placed in a second watch position with Saturdays and Sundays off, where possible, if the steward so requests.
- D. 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 (1) 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.  
  
A written list of CCPOA stewards, broken down by department and designated area of primary responsibility, shall be furnished to the State immediately after their designation and CCPOA shall notify the State promptly of any changes of such stewards. CCPOA stewards shall not be recognized by the State until such lists or changes thereto are received. A CCPOA steward's "area of responsibility" means institution, office or building. However, the parties recognize that it may be necessary for CCPOA to assign a steward responsibility for several small offices or buildings within a close proximity.
- B. Upon request of an employee, or on behalf of a CCPOA-filed grievance, a CCPOA steward may:
  1. Investigate an employee grievance, including health and safety grievances, and assist in its presentation, provided it is in the steward's department and designated area of primary responsibility;
  2. Provide representation of an employee at an interrogation, fact-finding, investigatory interview, or similarly-purposed discussion which has as its purpose the gathering of facts to support adverse actions;
  3. Provide representation on E.E.O. complaints, disputes over modified duties/reasonable accommodation, and "return-to-work" hearings;
  4. Provide representation at shooting review boards or as allowed by the Peace Officers' Bill of Rights;
  5. Participate in meetings with local management including local meet and confer sessions as may be delegated and required by this MOU.

- C. The steward shall be allowed reasonable time for the purpose of representing employees during working hours without loss of compensation, subject to prior notification and approval by the steward's immediate supervisor. The grievant's immediate supervisor may temporarily deny access to any CCPOA steward for operational necessity. Supervisors shall not unreasonably withhold time off or deny access for purposes of grievance preparation. Investigation of a grievance or adverse action shall not interfere with the work of other employees.
- D. Employees shall be entitled to reasonable time off without loss of compensation to confer with a CCPOA representative on representational matters at the work location in accordance with subsection B. above during work hours, subject to approval of the employee's supervisor.
- E. Pursuant to Government Code 3303(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 (CDC) and/or California Department of the Youth Authority (CYA) 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 CCPOA 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 he/she will continue to earn sick leave/vacation, or annual leave and holiday credits. These employees cannot accrue leave balances above the existing caps for vacation/annual leave. If the existing cap is reached, the employee is responsible to contact the respective department to dispose of the excess balance by either donating the time to the release time bank or catastrophic time bank.
- 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 14.04 based on the time in their assigned position either with CDC or CYA 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 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 CCPOA and in accordance with State Controller's Office administrative policies and procedures and transmitted to CCPOA. Amounts deducted shall be set by CCPOA and changed by the State upon written request of CCPOA. CCPOA agrees to pay charges for service in accordance with State Controller's Office administrative procedures. The State agrees to provide prior notification of State Controller's Office service rate changes to the CCPOA.
- B. The written authorization for CCPOA dues deductions shall remain in full force and effect during the life of this MOU.



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

### 3.02 Agency Shop

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

The fair share shall operate in accordance with the following:

- A. The State employer agrees to deduct and transmit to CCPOA all deductions authorized on a form provided by CCPOA, and pursuant to Government Code Section 3515.7, to deduct and transmit to CCPOA all fair share fees from State employees in Unit 6 who do not elect to become members of CCPOA. The State employer agrees to deduct and transmit all deductions and fair share fees during the life of this MOU and after the expiration of this MOU until: (1) a successor agreement is reached, or (2) implementation of the State's last, best and final offer after negotiations, or (3) three years from ratification of this MOU, whichever comes first. The State shall deduct and transmit fair share fees effective with the first pay period following ratification of this MOU. Such authorized dues deductions and fair share fees shall be remitted monthly to CCPOA along with an adequate itemized record of deductions. CCPOA shall pay any reasonable costs incurred by the State Controller. The State employer shall not be liable in any action brought by a State employee seeking recovery of, or damages for, improper use or calculation of fair share fees and CCPOA agrees to hold the state employer harmless for any such action.
- B. Any employee may withdraw from CCPOA by sending a signed withdrawal letter to CCPOA with a copy to the State Controller. Employees who withdraw from CCPOA shall be subject to paying a CCPOA fair share fee as provided above.
- C. The amount of membership dues and fair share fees shall be set by CCPOA and changed by the State upon written notice from CCPOA. CCPOA agrees to notice all affected employees any time there is a change in membership dues or fair share fees.
- D. CCPOA agrees to indemnify, defend and hold the State harmless against any claims made of any nature and against any suit instituted against the State arising from its checkoff for CCPOA deductions.
- E. Pursuant to Government Code Section 3515.7(c), any employee who is a member of a religious body whose traditional tenet or teachings include objections to joining or financially supporting employee organizations shall not be required to financially support CCPOA. That employee, in lieu of a membership fee or fair share fee deduction, shall instruct the State employer, via a means prescribed by the State Controller, to deduct and pay sums equal to the fair share fee to a non-religious, non-labor organization, charitable fund approved by the State Board of Control for receipt of charitable contributions by payroll deductions.
- F. If an employee who holds conscientious objections pursuant to this item requests individual representation in a grievance, arbitration, or administrative hearing from CCPOA, CCPOA may charge the employee for the reasonable costs of such representation.

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

## **ARTICLE IV - STATE'S RIGHTS**

### **4.01 Management Rights**

- A. Except as expressly abridged by any provision of this Agreement, the State and the Departments reserve and retain all of their normal and inherent rights with respect to management of their affairs in all respects in accordance with their responsibilities, whether exercised or not, including, but not limited to, the rights to determine and, from time to time, to redetermine the number, location, and type of work forces, facilities, operations, and the methods, processes and equipment to be employed; the scope of services to be performed, the method of service, assignment of duties, and the schedule of work time and work hours, including overtime; to contract and sub-contract existing and future work; to discontinue conduct of their mission or operations in whole or in part; to determine whether and to what extent the work required in their operations shall be performed by employees covered by this Agreement; to transfer work from or to, either in whole or in part, any of the work forces or facilities and locations; to determine the number, types and classification of positions or employees assigned to program or project unit; to establish and change work schedules, assignments and facilities locations; to hire, transfer, promote and demote employees; to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge or discipline employees; to alter, discontinue or vary past practices and otherwise to take such measures as the employer may determine to be necessary for the orderly, efficient and economical operation of 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. CPOA 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 (SPB), the contents of a Letter of Instruction/Work Improvement Discussion (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.
- D. The following are merit system appeals under the jurisdiction of SPB, and are not grievable or arbitrable under this MOU. Complainants or appellants are placed on notice that these following items should be appealed directly to SPB unless an initial departmental appeals process has been spelled out in the CYA 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).
- E. As used in this procedure, the term "immediate supervisor" means the individual, identified by the Appointing Authority, who assigns, reviews and directs the work of an employee.
- F. As used in this procedure, the term "party" means CCPOA, an employee or the State.
- G. A "CCPOA representative" refers to an employee designated as a CCPOA steward or a paid staff representative.
- H. Grievances shall be filed on a mutually negotiated grievance form provided by the State, and made readily accessible at each and every institution, facility, camp and parole office.

### **6.03 Time Limits**

- A. Each party involved in a formal written grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure. However, with the mutual consent of the parties, the time limitation for any step may be extended.
- 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 nonprecedential.
- G. Regardless of who files the grievance, a copy of the grievance and the response shall be mailed by the Appointing Authority or designee to the appropriate office of CCPOA and a copy hand delivered or mailed to the work address of the local CCPOA representative. The postmark date shall determine the date of the response.

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

### **6.09 Formal Appeal — Step 3**

- A. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the decision may be further appealed as follows:
  - 1. If the grievance alleges a violation of a section of the MOU listed under Section 6.13, the grievance may be appealed to mini-arb under the rules and procedures specified in Section 6.13. This mini-arb shall be the only and final level of review for all such grievances.
  - 2. If the grievance alleges a violation of any other section of the MOU which may be appealed beyond the second level, the grievance may be appealed to 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.
    - c. This shall be the final level of review for all "policy" grievances in that they do not involve the interpretation, application or enforcement of the provisions of this MOU.
    - d. Regardless of who files the grievance, a copy of the grievance and said response shall be mailed by the Appointing Authority or designee to the appropriate office of CCPOA.
    - e. If the grievance alleges a violation of the following MOU Sections: 2.03, 2.04, 2.08, 2.09, 5.03, 7.04, 7.05, 7.06, 7.07, 9.03, 9.06, 9.09, 10.02 (except D.), 10.08, 10.09, 10.18, 11.02, 11.03, 11.06, 12.04 (except G.), 12.06, 14.05, 16.02, 16.04, 16.07, 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, 21.04, 21.05, 22.01, 22.02, 22.03, 23.02, 24.01, 24.03, 24.04, 24.05, 24.08, 24.09, 24.10, 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 DPA, 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.

#### **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 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, 11.08, 11.11, 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 [2<sup>nd</sup> paragraph], 15.03, 15.04 and 15.12(I)), 16.03, 17.02, 17.12, (18.04 See Appendix #15), 21.06, 26.01 (except K.), 27.01, 27.02, 27.03, the grievance must be appealed to the Director of DPA, 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 DPA or designee shall respond in writing to the grievance, subject to the provisions of Sections 6.03 and 6.04.
- B. 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 DPA 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.
- C. CCPOA shall have one hundred eighty (180) calendar days after appealing the grievance to request in writing DPA 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.

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

#### **6.12 Selection and Authority of Arbitrator**

- A. An impartial arbitrator shall be selected from a mutually agreed-upon standing panel of 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:
  - 1. A requirement that the arbitrator selected render a written decision within sixty (60) calendar days of the conclusion of the hearing.
  - 2. No post hearing briefs unless mutually agreed by the parties.

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

### 6.13 Mini-Arb

- A. Grievances exclusively alleging a violation of Sections: 5.04, 7.01, 7.03, 8.04, 9.01, 9.02, 9.05, 9.07 B., 9.07 D., 10.01 G., 10.02 D., 10.07, 10.16, 11.01, 11.04, 11.05, 11.07, 11.10, 12.05, 14.02, 14.06, 14.07, 15.01 (2<sup>nd</sup> 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, 21.03, 23.01, 24.02, 24.06, 24.07, 26.02, of this MOU, and where the grievance has not been resolved at the first or second levels of review.

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

1. The mini-arb shall be held at the local worksite or other mutually agreed upon location.
2. The arbitrator shall be selected from the list of arbitrators agreed upon by the parties.
3. The arbitrator shall review and decide multiple grievances at a time. The mini-arbs will be held at least quarterly, as necessary, or when no less than eight (8) grievances under this section are pending review.
4. Only the grievant, and his/her local CCPOA Job Steward and no more than two (2) local management representatives may appear before the arbitrator to make an oral presentation. The arbitrator shall make his or her decision solely on the written record in the grievance, the grievance response(s), and any oral presentation made at the arbitration proceeding. The presentations shall be time-limited, consistent with the intent of this provision to hold multiple grievance reviews in a single day. Only the arbitrator may ask the other side questions. Labor Relations Representatives may represent the State on one (1) grievance in a twelve (12) month period. CCPOA Field Representatives may represent one (1) grievance in a twelve (12) month period. CCPOA Rank and File Vice-Presidents and the CCPOA Executive Vice-President may represent the grievant on an occasional basis related to specific need. If the use of CCPOA Rank and File Vice-Presidents or the CCPOA Executive Vice-President becomes excessive, this issue will be addressed by the Mini-Arbitration Committee.
5. The CCPOA Job Steward and the grievant(s) will attend the arbitration proceeding without loss of compensation. Upon giving reasonable advance notice, but no less than fourteen (14) days, the State shall accommodate a shift change request from a grievant and/or a representative who is scheduled to work first or third watch on the day of the mini-arb.

6. The arbitrator will issue a bench decision on each grievance. The decision of the arbitrator is final and binding, but shall have no precedential value whatsoever.
7. The arbitrator shall have no authority to add to, delete, or alter any provisions of this MOU, or any agreements supplementary thereto, but shall limit the decision to the application of the MOU to the facts and circumstances at hand.
8. The cost of the mini-arb shall be borne by the loser of each case. Should there be a dispute as to who "lost" the case, the arbitrator shall have the authority to apportion the costs.
9. The State and CCPOA agree that no attorneys shall be used in this mini-arb process. This includes anyone who has graduated from law school, except the grievant.
10. The parties are limited at the mini-arb to presenting only the facts, documents, and arguments presented during the lower levels of the grievance process.
11. If during the second level grievance conference either party requests an extension of the second level response time limits to investigate the grievance, the parties will recess the grievance conference. If the grievance conference is recessed, the parties will sign a written waiver form recessing the grievance conference and establishing a date to continue the grievance conference. If the State refuses to recess the grievance conference, then CCPOA shall have fourteen (14) calendar days to issue a rebuttal to the second level grievance response. This rebuttal shall become part of the grievance package forwarded to the mini-arb. If CCPOA refuses to recess the grievance conference, then CCPOA shall not be allowed to rebut the second level grievance response.
12. If the grievance alleges violations of contract sections that are subject to the mini-arb process and contract sections that are not subject to the mini-arb process, the grievant must choose between either: (1) dropping all of the contract sections subject to the mini-arb process and pursuing through the normal grievance process the contract sections not subject to the mini-arb process, or (2) dropping all of the contract sections not subject to the mini-arb process and pursuing the grievance through the mini-arb process. The grievant must make this choice after the second level response.
13. Prior to the State forwarding the second level grievance package to the respective CCPOA field office, the parties at the local level will meet and number the pages of the grievance package, 1 of however many pages, 2 of however many pages, etc. The parties will initial the last page.
14. If the second level grievance response contains or relies in part on information that was never discussed or raised in the second level grievance conference, CCPOA shall have fourteen (14) calendar days in which to add a rebuttal to the grievance package.

- B. By mutual agreement between DPA and CCPOA, grievances involving interpretations of other sections of the MOU not listed above may be referred to this process.
- C. The Mini-Arbitration Committee established January 2, 1998, will continue to meet on an as-needed basis.
- D. The mini-arb shall be requested by CCPOA sending a letter and the grievance package to CDC, Labor Relations Office within sixty (60) calendar days of the second level response. The Mini-Arbitration Committee may change the language of this paragraph D., if necessary.

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

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

#### **6.15 Application**

- A. The mini-arb shall be "rolled out" in phases, in accordance with Sideletter #17.
- B. 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.
- C. The State and CCPOA will maintain the existing committee for the purpose of implementation and review of the mini-arb roll out.

### **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 (1) 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 (1) 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 twenty-four (24) hours of being notified that a work-related accident has resulted in physical injury to any employee. The supervisor shall provide the employee with a copy of the completed Report of Injury form.
- B. Any injury suffered by an employee not witnessed by his/her supervisor, shall be reported in writing by the employee to his/her supervisor as soon as conditions permit.
- C. It is the intent of this provision to ensure that staff injuries are reported on a timely basis.

### **7.04 Referral of Staff Assaults**

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

### **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. 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, CYA 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. CDC
    - a. Each CDC CO 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 COs 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, Culinaries, Condemned Units, the correctional division at Patton State Hospital and any additional position deemed necessary by the Warden. Each Warden shall also designate secure areas for the location of batons for emergency response.

- d. In female facilities, the side-handle baton is authorized for routine use by COs 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.
- 2. CYA
    - a. CYA shall provide training in the use and certification of a side-handle baton, as well as annual recertification training, for each uniformed Peace Officer assigned to a post designated for a side-handle baton.
    - b. CYA shall issue a side-handle baton to all YCOs at the following adult institutions: N.A. Chaderjian, HGSYCF, 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.
    - c. CYA shall provide training in the use and certification of a side-handle baton, as well as annual recertification training, for each YCO who volunteers for said training.
- H. CDC shall continue to install its new 800 MHz system in all institutions.
- I. 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. No later than ninety (90) days after ratification of this Agreement, the State agrees to ensure there is adequate clean vest covers for each employee issued a protective vest.
    - 4. Protective vests need not be issued to COs 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.
- J. When the protective equipment is issued, the Peace Officer shall properly wear and maintain the equipment according to the State's policies and procedures. All Peace Officer protective equipment provided to employees shall remain the property of the State. Items lost or damaged due to negligence of the employee shall be replaced by the employee at the employee's expense. Items which through normal wear and/or damage not due to the negligence of the employee, shall be replaced by the State.
- K. Each Youth Correctional Counselor on post and actively supervising wards shall remain in visual, telephonic or radio contact with one other CO. Both parties agree that program areas covered by frequency modulated or ultrasonic personal alarm devices are exempt from the requirement unless local policy mandates otherwise. Existing policy at local facilities concerning Youth Correctional Counselor security equipment and ward supervision will remain intact.

#### **7.06 Safety Equipment (Escapes and Escorts)**

- A. The State shall determine the protective and safety equipment to be issued to employees who are assigned to escape duty or escort/transportation duty. This equipment may include firearms, mechanical restraints, chemical restraints, communication devices, badges, distinguishable clothing, CPR masks, protective vests, 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 Disease Control Plans**

During the term of this MOU, the parties agree to establish labor/management committees in order to update the Infectious Disease Plans for CDC and CYA. Once completed the State agrees to Meet and Confer over the impact of the changes. Any agreements reached will become addendums to the MOU.

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

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

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

- B. 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.
- C. 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.
- D. 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.
- E. 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 COs, both apprentices and journeypersons. The parties recognize that these legislative amendments effectively renamed CDC — 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 Apprenticeship Agreement under the provisions of these standards.

#### D. Apprenticeship 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 Apprenticeship Agreement as though expressly written therein.
2. Each apprentice shall be furnished a copy of the fully-signed Apprenticeship Agreement.

E. 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.

F. Ratio

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

G. Work Training

The Department shall see that all apprentices are under the supervision of a qualified CO or instructor and shall provide the necessary diversified experience and training in order to train and develop the apprentice into a skilled CO, proficient in all the work processes of the CO 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.

H. Controversies

All controversies or differences concerning the apprenticeship program, which cannot be adjusted by the Local Apprenticeship Subcommittee or by 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 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.)

- I. 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.

J. 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 SPB.

- K. Any Unit 6 member who serves as a CPOST commissioner or alternate commissioner shall be released from their normal post to attend CPOST commission meetings on official business time without loss of compensation.

#### **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 7k Training Program**

All employees shall be provided fifty-two (52) hours of annual training. This training shall be either individual or group formalized, structured courses of instruction to acquire skills and knowledge for an employee's current or future job performance. These organized activities shall contain measurable learning objectives that can be evaluated in a classroom setting or in structured on-the-job training. The Departments agree to incorporate CPOST approved courses within the training program.

- A. CDC Institutional Based Employees

Employees shall be provided four (4) hours of training every twenty-eight (28) day work period in accordance with the following guidelines:

1. Training classes shall be at least one (1) hour in duration and shall be scheduled in a four (4) hour training session.
2. Training sessions shall be offered on no less than two (2) of the following three (3) days (Tuesdays, Wednesdays, and Thursdays) per week in every twenty-eight (28) day work period for all watches. This may be adjusted for First Watch depending on the size of the work force.
3. Each post or job assignment shall be assigned a primary training day which shall guarantee the employee a seat in the training session. The primary training day shall be assigned to either the first or second week of the twenty-eight (28) day work period. The employee is not mandated to attend this primary training day and does not need to obtain permission to miss the training session. If an employee does not attend his/her primary day it will be the individual's responsibility to attend another training session within the same twenty-eight (28) day work period.

4. Employees not attending their primary session shall be able to either pre-schedule attendance or walk in on any other training session during the twenty-eight (28) day work period. If the employee pre-schedules to attend a training session it shall guarantee the employee a seat in the class. Except for size restricted classes (such as range, side-handle baton, etc.), walk-in attendance shall only be limited to class size as determined by physical plant resources and State Fire Marshal levels.
5. An employee who fails to attend a four (4) hour training session within a twenty-eight (28) day work period without an approved reason may be subject to a pay dock. An employee who fails to attend one (1) training session in the preceding twelve (12) month period without approval may be required to attend his/her assigned primary training day for a six (6) month period. Employees who meet this criteria can only reschedule this training if they are on approved leave on their primary day or with the permission of the Appointing Authority or designee.
6. Except as precluded in A. 5. above, employees shall not be prevented from working overtime, performing shift swaps, or taking time off from work due to being assigned a training day.
7. Employees may be scheduled for a vacation period which encompasses the entire twenty-eight (28) day work period. If an employee is approved for vacation that extends for the entire twenty-eight (28) day work period, the employee is expected to attend a training session during that work period. If the employee does not attend the training session, they shall be docked. The employee shall not be entitled to any mileage or call-back reimbursement for attending a training session while on vacation. Vacation will not be approved that encompasses two (2) entire twenty-eight (28) day work periods in any calendar year.
8. This training 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.
9. If management fails to offer a mandatory training class within a twelve (12) month period, an employee shall not receive a negative performance evaluation, be disciplined or denied any salary increase for failing to attend the mandatory training.
10. Employees shall be allowed but not required to attend a training session on their RDOs. If an employee voluntarily attends a training session on a RDO, the employee shall not be entitled to any mileage or call back reimbursement.
11. PIEs shall be assigned fifty-two (52) hours of training annually by management.

B. CYA Institutional Based Employees

Institutional based employees shall be provided four (4) hours of training every twenty-eight (28) day work period. The existing training schedules shall remain the same. Upon verifying with the training officer space availability, the employee can reschedule to another existing class in the same twenty-eight (28) day work period. Except for size restricted classes (such as chemical agents, mechanical restraints, CPR, side-handle baton, etc.), walk-in attendance shall only be limited to class size as determined by physical plant resources and State Fire Marshal levels.

1. Training classes shall be at least one (1) hour in duration and shall be scheduled in a four (4) hour training session.
2. An employee who fails to attend a four (4) hour training session within a twenty-eight (28) day work period without an approved reason may be subject to a pay dock. An employee who fails to attend one (1) training session in the preceding twelve (12) month period without approval may be required to attend his/her assigned primary training day for a six (6) month period. Employees who meet this criteria can only reschedule this training if they are on approved leave on their primary day or with the permission of the Appointing Authority or designee.
3. Except as precluded in B. 2. above, employees shall not be prevented from working overtime, performing shift swaps, or taking time off from work due to being assigned a training day.
4. This training 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.
5. If management fails to offer a mandatory training class within a twelve (12) month period, an employee shall not receive a negative performance evaluation, be disciplined or denied any salary increase for failing to attend the mandatory training.
6. Employees shall be allowed but not required to attend a training session on their RDOs. If an employee, with the training officer's approval, voluntarily attends a training session on a RDO, the employee shall not be entitled to any mileage or call back reimbursement.
7. PIEs shall be assigned fifty-two (52) hours of training annually by management.

C. Non-Institutional Based Employees

Non-institutional based employees shall be scheduled for fifty-two (52) hours of training annually. This training shall be scheduled during the employee's normal work hours or on the employee's RDOs. Employees may only be scheduled for training on seven (7) of their RDOs annually. Except for one of the RDOs, training scheduled on an employee's RDO shall be at least eight (8) hours in duration. This should not preclude scheduling training during the employee's normal work week.

D. Non-Posted Employees

1. CYA Field PAs, YOPB Board Coordinating PA, Institutional Based PA, Casework Specialist, Community Services Consultant, and Fire Service Training Specialist:
  - a. Employees shall be scheduled for fifty-two (52) hours of training annually.
  - b. 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.
  - c. If an employee misses training, the employee shall be responsible to notify his/her supervisor of training missed. Such training shall be rescheduled by management on any normal work day within the twenty-eight (28) day work period.
2. CDC PA
  - a. Employees shall be scheduled for fifty-two (52) hours of training annually.
  - b. 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.
3. Correctional Counselors
  - a. Employees shall be provided thirteen (13) hours of training per calendar quarter. This training shall be scheduled by management for each employee and shall be issued to the employee no later than fourteen (14) days prior to the beginning of the work period. This training will not be scheduled on an employee's RDO.
  - b. A minimum of fifty percent (50%) of the hours shall be in a classroom setting. The remainder may be structured on-the-job training. For the purposes of this section, on-the-job training is defined as interactive training between a knowledgeable person and the student.
  - c. If an employee misses required training, the employee shall be responsible to notify IST of the training missed. Such training shall be rescheduled by management on any normal work day.
  - d. If management fails to schedule an employee for mandatory training, the employee shall not receive a negative performance report related to training, or be disciplined or denied any salary increase for failing to meet training requirements.
  - e. This time shall not be utilized to cover behind vacant positions. Except for emergencies, this time shall not be utilized to perform any duties associated with a post or job assignment.

- E. Employees shall not earn weekend 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 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.
- F. Training scheduled in accordance with this section 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.

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

## **ARTICLE IX - GENERAL PERSONNEL**

### **9.01 Probation and Annual Performance Reports**

- A. All performance reports shall be in writing and state whether or not the employee has been performing his/her duties successfully. An overall rating of satisfactory or higher shall be considered an indication of successful job performance. For reports utilizing numerical points, an overall average of two (2.0) or above shall be considered as successful job performance. There is to be no rounding.
  - 1. Probationary performance reports shall be completed at sufficiently frequent intervals to keep the employee adequately informed of progress on the job and shall only cover the time since the previous report. The final probationary performance report may summarize the previously issued probationary performance reports.
  - 2. In CDC, annual performance reports shall be due on the employee's birth date, and only cover up to the immediate twelve (12) months prior to the due date of the report. If the employee's first annual performance report is due less than three (3) months from completion of probation, the annual performance report will not need to be completed until the following calendar year, but will cover the entire period from the final probationary performance report.
  - 3. In CYA, the existing practice of Annual Performance Reports being due in the same month for all BU6 employees at each facility will continue.

- B. While in the process of completing the annual performance report or a probationary report, the employee's supervisor shall personally meet with the employee to review the report, any notes, documents, or audits utilized in preparing the report. Nothing of a negative nature shall be mentioned in a performance report if the performance was not previously documented and discussed with the employee during the rating period. Unless an employee's performance was of a continuing nature or the instance was particularly egregious, a singular event shall not be the basis for a substandard rating. Generally, employees who correct their performance to satisfactory during the rating period should receive a standard or better rating.
- C. Performance reports shall, as a general rule, be completed and issued to the employee no later than thirty (30) days after the due date of the report. At the time an employee signs his/her probationary or annual performance report, a copy will be provided to the employee.
- D. The probationary period for all employees shall be one (1) year. PIEs must work twelve (12) calendar months and physically work a minimum of 1,680 hours in order to complete their probationary period.
- E. Performance reports shall be maintained in an employee's official personnel file in accordance with each Department's retention schedule, at which time it shall be removed and given to the employee unless he/she requests that it be destroyed.

## **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 (1) official personnel file and one (1) supervisory work file regarding each employee. An employee will have access to his/her personnel file, supervisory file, medical file, and training or IST file. Access to investigative files shall be pursuant to the *Bodiford* decision.
- B. An employee may request an inspection of his/her official personnel file, by the employee or the employee's representative, at the employee's work location. The departments will endeavor to schedule such file reviews in conjunction with other business travel 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. 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. LOIs/WIDs shall contain a specified expiration date, not to exceed one (1) year, upon which the employee may request the removal of the LOI/WID. Upon request to the Appointing Authority or his/her designee, the LOI/WID shall be removed and given to the employee unless he/she requests that it be destroyed.
- B. LOIs/WIDs shall be issued in a timely fashion, generally within thirty (30) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI/WID. Unless special circumstances exist, LOIs/WIDs should not be written if the knowledge of the incident is more than thirty (30) days old.
- C. In cases where departmental staff are investigating an employee in a situation in which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued in a timely fashion, generally within thirty (30) days from the decision to give the employee an LOI. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.
- D. LOIs/WIDs shall not be cited as charges in any adverse action. They may be used as supporting evidence by the State in a later disciplinary case, if the expiration date has not yet occurred, in order to show that the State has followed progressive discipline.

- E. his provision shall not be circumvented by calling the document by another title such as: Letter of Informal Discussion, Report of Counseling, Letters of Contact, or Expectations of Work Performance memos. Such "minor" corrective memos are to be placed in the employee's supervisory file, but not in the employee's personnel file.
- F. The employee shall have the right to submit a rebuttal to any LOI/WID, or any such comment referred to in subsection E. above. This rebuttal shall be attached to and shall accompany the LOI/WID.
- G. Disputes concerning this section are adjudicated under the mini-arb section. The Arbitrator cannot in making his/her decision evaluate, review, or in any other manner involve the contents of the disputed document.

#### **9.06 Adverse Action and Citizen Complaint Documents**

- A. Upon the employee's written request, all official Notices of Adverse Action, all documentation leading to or supporting or proposing such action, and all SPB decisions rendered in such cases will be purged from the employee's official personnel file(s) after three (3) years.
- B. Upon the employee's written request, all citizens' complaints, reports and findings related to Penal Code Section 832.5 shall be purged from the Department's files after a period of five (5) years.

#### **9.07 Out-of-Classification Assignments**

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

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



- C. Should any employee file suit against CCPOA seeking to declare this provision illegal, the State shall indemnify for any costs incurred in defending itself.
- D. The State shall not rotate employees in and out of out-of-class assignments for the purpose of avoiding payment of an out-of-class differential.
- E. It is not the State's intent to select employees for out-of-class assignments based on favoritism.
- F. If any dispute arises about this out-of-class section (subsections A. through G.) an employee may file a grievance and arbitrate the grievance utilizing the mini-arb process described in Article VI.
- 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.

### **9.08 Classification Proposals**

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

### **9.09 Personnel Investigations**

- A. An employee who is under investigation for an action or incident which is likely to result in formal adverse action shall be normally notified, at least twenty-four (24) hours prior to the investigative interview, simultaneously, in writing, of both the subject matter and his/her right to representation prior to any interrogation, fact-finding, investigatory interview, or shooting review board, or similarly-purposed discussion which has the potential of obtaining information which, if found to be true, could or is likely to result in formal adverse action. The employee will be given a reasonable opportunity to secure the representative of his/her choice.
- B. If an employee is called to an investigatory interview and the employee reasonably believes the subject matter of the investigation is such that the employee could possibly receive discipline, the employee, at his or her request, shall be given a reasonable opportunity to secure a representative of his/her choice.
- 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 CDC 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. However, whenever the Department is conducting an investigation which necessitates surveillance, obtaining a search warrant, undercover operations, or a "sting," the employer need not inform the employee of the written complaint until the investigation is completed.
- F. The State agrees that any Unit 6 member under investigation shall be granted an opportunity to view the cell extraction videotape with his/her representative prior to the related investigatory interview. Management can have a representative present at the viewing to ensure the integrity of the tape, but the management's representative shall not be so close as to intrude in a private communication.
- G. The Departments acknowledge their obligation to complete all Unit 6 personnel investigations within twelve (12) months under the terms and exceptions of Government Code Sections 3304 and 3309.5 inclusive. This subsection 9.09 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/ward/parolee/patient source shall not be the sole criterion for determining reasonable suspicion. Anonymous information or inmate/ward/parolee/patient-originated information must be supported or corroborated by the Appointing Authority and his or her designee in order to order reasonable suspicion testing.
2. For purposes of determining reasonable suspicion, the Department of Corrections, 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.
3. 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.

4. The facts and circumstances upon which the reasonable suspicion is based, shall be given to the employee at least orally at the time the employee is directed to submit to a substance abuse test, and shall be made available in writing within twenty-four (24) hours. These facts and circumstances shall be documented on 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.

C. 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. Substances to be tested for shall include the following, using established procedures specified by the Substance Abuse and Mental Health Services Administration (SAMHSA): (Levels in effect July 1, 1999.)

<b>SUBSTANCE</b>	<b>SCREENING TEST CONCENTRATION LEVEL</b>	<b>CONFIRMATORY TEST CONCENTRATION LEVEL</b>
Amphetamines	1000 nanograms per milliliter	500 nanograms per milliliter
Methamphetamines	1000 nanograms per milliliter	500 nanograms per milliliter
Cannabinoids	50 nanograms per milliliter	15 nanograms per milliliter
Cocaine (Benzoylecgonine)	300 nanograms per milliliter	150 nanograms per milliliter
Opiates	2000 nanograms per milliliter	300 nanograms per milliliter
Phencyclidine (PCP)	25 nanograms per milliliter	25 nanograms per milliliter
Benzodiazepines	300 nanograms	300 nanograms

<b>SUBSTANCE</b>	<b>SCREENING TEST CONCENTRATION LEVEL</b>	<b>CONFIRMATORY TEST CONCENTRATION LEVEL</b>
	per milliliter	per milliliter
Methaqualone	300 nanograms per milliliter	750 nanograms per milliliter
Barbiturates	300 nanograms per milliliter  as secobarbital	200 nanograms per milliliter
Alcohol	.04% weight/ volume	.04% weight/ volume

The present cut-offs shown for the first six (6) substances are those established by the SAMHSA. There are no SAMHSA cut-offs for the remaining substances. The State will use the test cut-off levels established by SAMHSA for identifying positive test samples. Where SAMHSA does not establish cut-off levels for a substance, the State will notice CCPOA of the cut-off level to be used. Should the State desire to change the cut-off levels based on changes to SAMHSA or other standards, the State will notice CCPOA and meet to discuss the changes.

4. The State agrees that the procedures for collecting the sample should be done in a professional manner with due regard to the employee's privacy and confidentiality, consistent with the State's need to ensure a true sample is taken. The State will follow SAMHSA guidelines in establishing these procedures. (See Appendix Item #3 for a list of SAMHSA 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 SAMHSA 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 SAMHSA, the College of American Pathologists, or other comparable standards to accredit laboratories for forensic urine testing. Such submissions shall in no way obligate the State to select such laboratories to perform testing services.
10. The State shall use the commercial laboratories selected or otherwise approved by DPA. CCPOA shall be notified of the laboratory selected to perform the testing changes.

D. 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 (3) weeks at the Academy or the first week of employment at the work location, whichever is first.
3. For purposes of requiring an employee to submit to periodic testing as a condition of remaining or returning to State employment (refer to paragraph c. of 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)

4. Should an employee be found to have tested positive for a substance, and adverse action is taken against said employee, his/her appeal and remedies should be through SPB appeal process and not through the grievance arbitration sections of the MOU.
  5. Persons who do not test positive shall not have any record of the test placed in his/her official personnel file, unless the employee so requests, and may file a complaint over the administration of the test.
- E. Expedited Grievance Process for Addressing Issues Related to Section 9.13.
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.
  4. 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 DPA. 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.
3. It is expected that CDC and CYA (the Departments) will begin testing managers and supervisors in calendar year 2000. Testing of rank and file will not be expanded until testing of managers and supervisors has been implemented.
4. Testing of additional rank and file employees will only begin after reaching agreement with the Union on a procedure to test these rank and file employees. Negotiations on procedures to test these rank and file employees will commence six (6) months following testing of ten percent (10%) of the managers and supervisors.
5. It is the expectation of the parties that the expansion of drug testing of the additional rank and file will begin during the second year of the contract.

B. 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 SAMHSA:
    - (1) Amphetamines and Methamphetamines
    - (2) Cocaine
    - (3) Marijuana/Cannabinoids (THC)
    - (4) Opiates (narcotics)
    - (5) Phencyclidine (PCP)
    - (6) Barbiturates
    - (7) Benzodiazepines
    - (8) Methaqualone
    - (9) Alcohol



- b. The State will use the test cut-off levels established by SAMHSA for identifying positive test samples.
  2. Test samples will be collected in a clinical setting, such as a laboratory collection station, doctor's office, hospital or clinic, or in another setting approved by the State on the basis that it provides for at least an equally secure and professional collection process, with due regard for the employee's privacy and confidentiality. The State shall use SAMHSA chain of custody procedures to ensure that true samples are obtained.
  3. The State shall use SAMHSA chain of custody procedures to ensure that a sample is maintained from the time it is taken, through the testing process, to its final disposition.
  4. Substance tests shall be performed by a SAMHSA approved laboratory.
  5. 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 thirty-five percent (35%) of the Bargaining Unit 6 employees will be selected for drug and alcohol testing annually.
- C. Employee Rights
  1. Each employee subject to random testing shall be given a copy of an information packet explaining the employee's rights and the substance abuse procedures to be followed.
  2. An employee suspected of violating this Article shall be entitled to representation during any interrogative interviews with the affected employee that could lead to a decision by the Appointing Authority to take adverse action against the employee. The employee shall also be entitled to representation in any discussions with the Medical Review Officer that occur under subsection D.
  3. The sample collection process shall include the opportunity for the employee to provide information about factors other than illegal drug use, such as taking legally prescribed medication, that could cause a positive test result. At the employee's option, this information may be submitted in a sealed envelope to be opened only by the Medical Review Officer if the test result is positive.
  4. The employee shall receive a full copy of any test results and related documentation of the testing process.
  5. All confirmed positive samples shall be retained by the testing laboratory in secure frozen storage for one (1) year following the test or until the sample is no longer needed for appeal proceedings or litigation, whichever is longer. At the employee's request and expense, the sample may be retested by that laboratory or another laboratory of the employee's choice.
- D. Medical Review Officer
  1. The State shall designate one (1) or more Medical Review Officers, who shall be licensed physicians, to receive test results from the laboratory. Upon receiving results, the Medical Review Officer shall:

- a. Review the results and determine if the standards and procedures required by this Article have been followed.
  - b. For positive results, interview the affected employee to determine if factors other than illegal drug use may have caused the result.
  - c. Consider any assertions by the affected employee of irregularities in the sample collection and testing process.
  - d. Based on the above, provide a written explanation of the test results to the Appointing Authority or his/her designee. The employee shall also receive a copy of this explanation.
- E. Records, Confidentiality
- 1. The State shall maintain records of the results of any employee testing under this Article. These records, and any other information pertaining to an employee's drug or alcohol test, shall be considered confidential and shall be released only to:
    - a. The employee who was tested or other individuals designated in writing by that employee.
    - b. The Medical Review Officer.
    - c. DPA, as needed, for the effective administration of the Article.
    - d. Individuals who need the records or information to:
      - (1) Determine, or assist in determining, what action the Appointing Authority should take in response to the test results.
      - (2) Respond to appeals or litigation arising from the drug test or related actions.
- F. If Section 5.02 applies to this section, then the provisions of Section 5.02 shall apply or the parties may renegotiate minor discipline.

### **9.15 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 forty-eight (48) hours. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

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

- B. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted towards vacation leave accrual purposes set forth under paragraph A. above.
- C. Employees who work less than full-time shall receive vacation leave credit in accordance with the vacation leave accrual schedule in paragraph A. above, when total accumulated employment equals one (1) month of full-time employment.
- D. Employees who work on an intermittent basis shall receive vacation leave credits in accordance with the vacation leave accrual schedule in paragraph A. above, on the basis of one hundred sixty (160) hours of paid employment equals one (1) month of full-time employment. Any hours worked over one hundred sixty (160) hours in a monthly pay period shall not be counted toward vacation leave accrual. On the first day of the monthly pay period following completion of the initial six (6) qualifying pay periods, an intermittent employee shall receive a one-time vacation credit of forty-eight (48) hours. Thereafter, intermittent employees shall receive vacation credit in accordance with the schedule in paragraph A. above on the first day of the monthly pay period following completion of each qualifying pay period. The hours of paid employment in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated.
1. In 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.
- E. If an employee does not use all of the vacation leave credit that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year 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.
- F. Upon termination from State employment, the employee shall be paid for unused vacation credits for all accrued vacation time.
- G. The time when vacation is to be taken shall be determined by the department head or designee. When two (2) or more employees request the same vacation time and the department head or designee cannot grant the request to all employees requesting it, approval shall be granted in order of seniority.
- H. If an employee desires to cancel a pre-scheduled vacation time, the employee:
  1. Shall notify the supervisor, in writing, no less than thirty (30) calendar days in advance of the scheduled vacation time;
  2. May not carry over excess vacation time which may accrue as a result of the cancellation; and,

3. If assigned to a community-based facility, institution or camp, may not cancel the scheduled vacation time if more than one-quarter ( $\frac{1}{4}$ ) 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.
4. Vacation/Work Week:

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

- I. If the State cancels a scheduled vacation or CTO leave and the employee suffers an economic loss as a result of the State's cancellation of that leave, the State shall reimburse the employee for all reasonable and documented economic loss of the employee provided the employee:
  1. Notifies the employer at the time he/she is told of the vacation/CTO leave cancellation that economic loss will result;
  2. Makes all reasonable attempts to recover his/her expenses; and,
  3. Provides the employer documentation of the economic loss.

## 10.02 Sick Leave

### A. Sick Leave Accrual

1. **Full-Time Employees:** Employees shall receive eight (8) hours of sick leave credit on the first day of the monthly pay period following completion of a qualifying pay period (eleven [11] or more work days of service in a monthly pay period). The provisions of this paragraph (10.02 A.1.) do not apply to 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. **PIEs:** Employees shall receive eight (8) hours of sick leave credit on the first day of the monthly pay period following completion of each qualifying pay period. The hours of paid employment in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated.

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.

**B. Sick Leave Use**

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

- a. CDC: 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. CYA: 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.
4. An employee will receive a pay dock for approved sick leave time if the employee had no sick leave or other credits. If the employee has insufficient accrued sick leave credits, but has other leave credits (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.
  5. Sick leave may be taken in thirty (30) minute increments.
- C. Sick Leave Verification
1. An acceptable "medical verification" for sick leave use is a document signed by a United States Licensed Physician, nurse practitioner, or other health care specialist/professional, competent within their scope of practice to make a medical evaluation on the employee's alleged/stated illness, injury or medical incapacity, and such person is making the evaluation while on duty in his/her respective employment relationship within a health care facility or medical practice.  
  
Unless requested at the time of approval, 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. The employee must be seen by a licensed practitioner on the day of occurrence as defined in C.1. above.
3. When a medical verification is required, the medical verification must provide the following information:
  - a. The date the employee or the employee's family member is examined by a licensed physician or other health care specialist/professional;
  - b. The expected length of the employee's absence and his/her expected return to duty;
  - c. The employee is medically able to return to work; and
  - d. The list of restrictions (if any) including, if applicable, any impairment to the employee's ability to perform the duties of his or her classification due to medication or treatment.
4. The Appointing Authority designee will ensure the medical clearance verification is consistent with the employee's responsibility to perform all duties of his/her class. If the medical clearance verification is not consistent with the employee's responsibility to perform all duties of his/her class, the Appointing Authority designee shall inform management of the employee's condition and duty limitations.
5. 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.



6. If a returning employee is required to present medical clearance verification to the Appointing Authority designee, and the returning employee has a valid medical clearance verification from his/her physician allowing said employee to return to work and, with reasonable notice by the employee or upon institution order, the employee presents him/herself for medical clearance during normal business hours, Monday through Friday, the employee shall be allowed to return to paid status, but not use leave credits. If the employee does not have valid medical clearance verification from his/her physician allowing said employee to return to work and present him/herself for medical clearance by the Appointing Authority designee during normal business hours, Monday through Friday, the employee shall either continue on sick leave status or management approved leave credits until such time as clarifying medical documentation is obtained from the physician releasing the employee to work.
7. All medical information provided to the State shall be considered confidential. Under no circumstances will an employee be required to disclose the medical cause or nature of his or her, or his or her family member's, illness or injury to the State for sick leave approval.

**D. Extraordinary Use of Sick Leave**

This section shall not apply to employees who participate in the Annual Leave program.

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.
2. The following sick leave absences shall not be counted as any part of an "Extraordinary Use of Sick Leave" determination:
  - a. Any prescheduled 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 workers' compensation claim becomes active.
  - d. Any absences that have an extended sick leave situation resulting from injury, major illness or pregnancy.

3. 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.
4. 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."
5. 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.

**E. Sick Leave Letter of Appreciation**

An employee who has no sick leave and no AWOLs/LWOPs in a twelve (12) consecutive-month period will receive a Letter of Appreciation for their excellence in the area of "attendance."

- F. All other State laws, rules and departmental policies regarding sick leave shall remain in effect.
- G. 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.
- H. All provisions of this section shall apply unless they are in conflict with FMLA, CFRA, EIDL, IDL, ADA or catastrophic illness/injury.

### 10.03 Enhanced Industrial Disability Leave (EIDL)

- A. An employee who loses the ability to work for more than twenty-two (22) work days as the result of an injury incurred in the official performance of his/her duties may be eligible for a financial augmentation to the existing industrial disability leave benefits. Such injury must have been: (1) directly and specifically caused by an assault by an inmate, patient, ward, or parolee, (2) by a domestic animal while the employee is performing in the line of duty, (3) a "criminal act of violence" against a peace officer who was performing in the line of duty. For purposes of this Article, "criminal act of violence" means an act which would constitute a misdemeanor or felony if pursued to conviction; (4) must have been directly and specifically caused in the course of responding to, returning from or fighting an active fire as defined in PRC 4103, 4104, 4170, and 4170.5. EIDL granted under this section must meet the criteria of direct or indirect physical contact with a combative or resistive inmate, patient, ward or parolee. The director of a department may make a determination in special circumstances related to extraordinary hazardous duty. Upon the request of an employee and/ or the Union, the Department Director shall review any incident where an employee suffers an injury and will make a determination regarding the application of this section.
- 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 one thousand (1,000) hours of State service credit toward retirement will be eligible for a monthly EIDL benefit either:

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

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

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

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

- I. EIDL benefits may be extended beyond the one (1) year cap, at the 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 Workers' Compensation system for State Correctional Peace Officers and Unit 6 employees.

#### **10.05 Peace Officer/Firefighter Retirement Plan**

- A. The Union and the State (parties) agree that the legislation implementing this agreement shall contain language adding new age benefit factors on which service retirement benefits are based for employees of this unit who are Peace Officer/Firefighter (POFF) members of the Public Employees' Retirement System (CalPERS). The parties further agree that the provisions of this article will be effective only upon the CalPERS board adopting a Resolution that will employ, for the June 30, 1998, valuation and thereafter, ninety-five (95%) of the market value of the CalPERS' assets as the actuarial value of the assets, and to amortize the June 30 excess assets over a twenty (20) year period, beginning July 1, 1999. The parties agree to jointly request the CalPERS board to extend the twenty (20) year amortization period in the event the cost of these benefits or unfavorable returns on investments results in an increased employer contribution by the State.

The table below compares the current age benefit factors for POFF members to the enhanced factors that the proposed legislation would place in the part of the Government Code administered by the CalPERS.

AGE AT RETIREMENT	CURRENT FACTORS	PROPOSED FACTORS
50	2.000	2.400
51	2.100	2.520
52	2.200	2.640
53	2.300	2.760
54	2.400	2.880
55 and over	2.500	3.000

There would be factors for attained quarter ages, such as age 52  $\frac{3}{4}$  that will be included in the proposed legislation. These age benefit factors will be effective for POFF members who retire directly from State employment on and after January 1, 2000. The enhanced age benefit factors will apply for service rendered as POFF member on and after the effective date of the Memorandum of Understanding between the State and Union. The improved factors would also apply to past service rendered as a POFF member.

### 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;
  - 3. Loan to another governmental agency for performance of a specific assignment;
  - 4. Seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  - 5. Education; or
  - 6. Research project.
- C. Except as provided in B. above, an unpaid leave of absence shall not be granted to an employee who:
  - 1. Is accepting some other position in State employment;
  - 2. Is leaving State employment to enter outside employment; or

3. Does not intend, nor can reasonably be expected, to return to State employment before the expiration of the unpaid leave of absence.
- D. A leave of absence shall be terminated by the department head or designee:
1. At the expiration of the leave; or
  2. Prior to the expiration date with written notice to the employee at least twenty-one (21) calendar days prior to the effective date of the revocation.
- An unpaid leave of absence may be terminated or extended by the employee with the approval of the department head or designee. Except in emergencies or layoff situations, an unpaid leave of absence for union activity shall not be terminated by the department head or designee prior to the expiration date.
- E. An unpaid leave of absence, so granted, shall assure the employee the right to his/her former position upon termination of the leave. For purposes of this section, "former position" is defined in Government Code Section 18522.
- F. An employee who is granted an unpaid leave of absence for union activity shall continue to accrue seniority solely for the purpose of watch assignment, vacation scheduling and overtime scheduling.

#### **10.09 Jury Duty**

- A. An employee who is 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 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 twenty-four (24) hour shifts, the time served on jury duty on a scheduled work day shall be counted as time worked. Upon completion of jury duty for the day, the 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 (8) hour work day if reasonable time remains for such return. An employee may not be required to report back to work if he/she feels there is not reasonably enough time left in the work day and if the employee's supervisor or higher person in the chain of command concurs. Concurrence will not be unreasonably withheld.

- E. Jury fees received for services shall be turned over to the State. Allowances paid by the court or county for lodging, meals and mileage may be retained by the employee.
- F. As it relates to jury duty fees only, an employee is not required to remit jury fees if he/she is previously scheduled to be off or voluntarily elects to use accrued vacation time or compensating time off.
- G. An employee may be allowed time off without loss of compensation if approved by the Appointing Authority or designee for voluntary jury duty such as grand jury. If approved by the Appointing Authority or designee, paragraphs A. through F. would apply.
- H. An intermittent employee shall only be granted jury duty leave if the employee is pre-scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. An intermittent employee shall not be removed from pre-scheduled work hours because he/she is on jury duty.

#### **10.10 Court Appearances**

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

#### **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)
  10. Fourth Thursday in November (Thanksgiving Day)
  11. Fourth Friday in November (Friday after Thanksgiving Day)
  12. December 25 (Christmas Day)
- C. 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 (1) 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.
- D. When November 11 falls on a Saturday, full-time employees shall be entitled to the preceding Friday as a holiday with pay.
- E. 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.
- F. 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.
- G. 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.
- H. Less than full-time employees shall receive holidays in accordance with existing DPA Rules.
- I. Employees in posted positions in CDC and CYA shall celebrate holidays on the days on which they fall.
- J. Accrued holiday credits are not subject to State-initiated buyback without prior approval of the employee.
- K. 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, SPB, Public Employment Relations Board (PERB), or Legislative hearing, the State shall release the subpoenaed employee without loss of compensation.
- B. If a witness has been subpoenaed before one (1) of the forums mentioned in paragraph A. above, and consents to be interviewed by CCPOA prior to the hearing, CCPOA shall be entitled to interview the witness in private, without a representative of the Appointing Authority present, unless the witness requests otherwise. Interviews of subpoenaed witnesses shall be at times and places reasonable for the witness and for the Appointing Authority.
- C. If the subpoenaed employee is scheduled to work at the same time that the hearing is scheduled, and the subpoenaed employee is not likely to be immediately called to the witness stand, the State may, with the concurrence of the Appellant's attorney, return the subpoenaed officer to his/her duty post subject to recall upon notice by either the Appellant's representative or the Department's representative.

## **10.13 Release Time Bank**

- A. A 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 (1) donation between July 1 and December 31, and one (1) 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**

CCPOA shall make available to Bargaining Unit 6 employees an information sheet explaining the means by which an employee may contribute time into the release time bank. CCPOA shall make forms (with built-in carbon copies) available for that purpose. When an employee desires to make a contribution to the release time bank, the employee will complete the three-part form provided by CCPOA and give this form to a Unit 6 steward. The Unit 6 steward will deliver the form to the institution, facility, camp, or parole personnel 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 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 (5) 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 (5) authorized CCPOA representatives, in writing, on a form provided by CCPOA and mutually approved by the parties. In no case shall the State employer be required to release an employee if:

1. It would require that the State employer fill the released employee's position at time and one-half; 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. CCPOA agrees that CCPOA shall not cause, through the application of this clause, the State employer any undue burden in carrying out the mission of the Departments.

#### **10.14 Union Paid Leave**

- 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 thirty (30) calendar days of receiving a billing statement.
  4. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's Appointing Authority.
  5. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
  6. Employees on a union leave shall suffer no loss of compensation or benefits.
  7. Whether or not time for a union leave is counted for merit purposes shall be determined by SPB and such determination shall not be grievable or arbitrable.
  8. Employees on union leave under this provision and CCPOA shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.

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

### **10.15 Catastrophic Time Bank**

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

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

Upon return to work, and when specific need no longer exists, placement on IDL or disability retirement, of the employee/recipient, the employee/recipient shall not retain donations that are being held and have not been used. The unused CTB donations shall be returned to the appropriate donor on a last received, first returned basis.
- D. In cases of natural disasters where the Governor has declared a state of emergency, employees living in the area of the declared emergency and who have suffered damage to their principal residence may be eligible for catastrophic time bank donations consistent with paragraphs A. through C. above, except that the employees need not have exhausted sick leave credits.

### **10.16 Youth Correctional Counselor 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, with the approval of the employee, 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.
- B. 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.

C. 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.

D. According to Federal law, the deadline for the employee to return to work with the State (if the military leave is less than thirty-one [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 CO 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 (3) hour commute. Eight (8) hours after his/her 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.

### 10.18 Annual Leave - Enhanced NDI

A. Annual Leave

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



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

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

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

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

3. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in DPA Rules 599.608 and 599.609.
4. Employees working less than full-time or who work in multiple positions accrue annual leave in accordance with the applicable DPA rules.
5. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued annual leave hours if an employee was unable to reduce his 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; (4) was prevented by department regulations from taking annual leave because of sick leave; or (5) was on jury duty.
6. Upon termination from state employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.

7. The time when annual leave shall be taken by the employee shall be determined by the Department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in paragraph 5; the department may order the employee to take annual leave.
8. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of seniority set forth in Article XII Section 12.01 of this Agreement.
9. Each department head or designee will make every effort to act on an annual leave request in a timely manner.
10. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Article X Section 10.02 B. and 10.02 C. of this Agreement. An employee who was on EUSL restriction at the time of election into the Annual Leave Program and continues to utilize sick leave will be subject to the provisions established in Section 10.02 D., for the remaining duration of the original six (6) month placement on the EUSL list.

B. Enhanced Non-Industrial Insurance (NDI)

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

3. The enhanced NDI payments at fifty percent (50%) of the employees gross salary are payable monthly for a period not exceeding twenty-six (26) weeks for any one (1) disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to work for at least ten (10) consecutive work days. Paid leave shall not be used to cover the ten (10) work days. Disability payments may be supplemented with annual leave, sick leave or partial payment to provide for up to one hundred percent (100%) income replacement. At the time of an enhanced NDI claim an employee may elect either the fifty percent (50%) enhanced NDI benefit rate or a supplementation level of seventy-five percent (75%) or one hundred percent (100%) at gross pay. Once a claim for enhanced NDI has been filed and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period. The provisions contained in Article XI, Section 11.09 B., do not pertain to sick leave credits that are utilized to supplement IDL or enhanced NDI benefits.
4. The employee shall serve a seven (7) consecutive calendar day waiting period before enhanced NDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic. The definition of hospital, nursing home, and emergency clinic is the same as defined by Section 2627.5 and 2627.7 of the Unemployment Insurance Code.
5. If the employee elects to use annual leave or sick leave credits prior to receiving enhanced NDI payments, he or she is not required to exhaust the accrued leave balance.
6. Following the start of enhanced NDI payments an employee may at any time switch from enhanced NDI to sick leave or annual leave but may not return to enhanced NDI until that leave is exhausted.
7. In accordance with the State's "return to work" policy, an employee who is eligible to receive enhanced NDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the enhanced NDI benefit will not exceed one hundred percent (100%) of their regular "full pay."  
  
The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.
8. If an employee refuses to return to work in a position offered by the employer under the State's injured State Worker Assistance Program, enhanced NDI benefits will be terminated effective the date of the offer.

9. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods (or the total number of pay periods for those employees who have not worked eighteen [18] pay periods) immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for enhanced NDI payments on the first day of the monthly pay period following completion of nine hundred sixty (960) hours of compensated work.
10. All other applicable DPA laws and regulations not superseded by these provisions will remain in effect.
11. Upon approval of enhanced NDI benefits, the State may issue an employee a salary advance if the employee so requests.
12. All appeals of an employee's denial of enhanced NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights, which are not related to an individual's denial of benefits.
13. Employees who become covered in the Annual Leave Program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
14. Employees who do not elect the Annual Leave Program will receive NDI benefits in accordance with the current program.

## **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 CYA, 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 CYA**

- A. CYA 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 (1) hour or less on dead time, it shall not be counted as work time under this section, but will be paid time under hours of work.
- C. Employees shall not be allowed to work more than two (2) "doubles" back-to-back. For the purpose of this section, a double shall be defined as thirteen (13) or more contiguous hours of work which may or may not be broken by dead time. The dead time shall not be counted as work time and not break the continuity of the "double." \*
- D. The State agrees to make its best effort to reduce or eliminate "dead time" for employees who work involuntary overtime hours. Where dead time exists, the State shall, subject to operational needs, try to schedule the employee to begin the overtime assignment immediately after the end of the employee's regular shift or hours.
- E. Each institution administration and local CCPOA chapter representatives shall meet locally, within the life of this MOU, to make a reasonable effort to reduce the number of start and stop times.
- F. The State shall pay employees for up to the first sixty (60) minutes of dead time prior to an involuntary overtime assignment.\*

\*(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.
- B. Once approved, shift changes shall not be subjected to further review, except for operational needs. If a shift swap is denied, the supervisor denying the swap shall state the reason for the denial on the written request.
- C. Shift assignment positions under this Article are limited to:
  - 1. Correctional Officers
  - 2. Youth Correctional Counselors
  - 3. Youth Correctional Officers
  - 4. Medical Technical Assistants
  - 5. Firefighters
- D. Each employee shall be responsible for the coverage of the work assignment he/she accepts. If the employee who agrees to work for another employee fails to show for the swap, and provides proper medical verification, he/she shall be subject to repaying the actual length of the shift (e.g., eight [8] hours for an eight [8] hour shift, or ten [10] hours for a ten [10] hour shift). The swap sheet shall inform the individuals swapping that the employee who fails to pay back the swap shall be subject to repaying the actual length of the shift. The State shall first use the appropriate, accrued time credits for the repayment; then use "accounts receivable" should time credits be insufficient for the repayment. Once reimbursement is made by the employee, the employee may not be subject to adverse personnel action for this incident.

In the event the employee fails to show because of illness or injury, he/she shall be required to provide a medical verification in accordance with Section 10.02 of the MOU. If the employee fails to provide medical verification, the employee shall be charged twelve (12) hours of the appropriate leave credits.
- E. All swaps must be paid back within ninety (90) calendar days. Where the pay back cannot be accomplished without overtime being earned by one (1) or both of the affected employees the requested swaps shall be denied.
- F. Probationary employees normally shall not be allowed to exchange hours of work with other employees in the same classification or level at all during the first three (3) months of their probationary period. During the remainder of an employee's probationary period, the employee shall be allowed up to one (1) swap per week.

### **11.05 Overtime Checks**

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

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

### **11.06 Unused CTO**

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

### **11.07 IST Overtime**

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

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

### **11.08 Overtime**

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

- B. 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 overtime has been earned. Effective October 31, 1999, in CYA and November 1, 1999, in CDC/BPT/DMH for the purposes of computing the number of hours worked, time when an employee is excused from work because of the use of any leave credits shall be considered as time worked by the employee for the 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 (7 1/2) minutes will receive credit for time worked. This section does not apply when a business call results in a call back to work.

### **11.09 Reduced Work Time**

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

### **11.10 Definition of Third Watch**

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.

### **11.11 7k Exemption**

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

Board Coordinating Parole Agent, Youth Offender Parole Board  
 Casework Specialist  
 Community Services Consultant  
 Correctional Counselor I



Correctional Counselor II Specialist  
Correctional Officer  
Firefighter, Correctional Institution (excluded in Section 17.02)  
Firefighter Training Specialist  
Medical Technical Assistant  
Parole Agent I  
Parole Agent II Specialist  
Youth Correctional Counselor  
Youth Correctional Officer

- A. Work Periods
1. CDC/DMH/BPT  
The work period for employees shall be one hundred sixty-eight (168) hours in a recurring twenty-eight (28) day period. The work periods shall begin October 5, 1998 and continue for twenty eight (28) consecutive days.
  2. CYA  
The work period for employees shall be one hundred sixty-eight (168) hours in a recurring twenty-eight (28) day period. The work periods shall begin October 4, 1998, and continue for twenty-eight (28) consecutive days.
- B. Work Schedules for Posted Employees (CO, Firefighter Correctional Institution [excluded in Section 17.02], MTA, Youth Correctional Counselor, YCO)
1. Institutional Based (including Institutional Based Camps and Firefighters) employees shall be scheduled for one hundred sixty-eight (168) hours per work period in the following manner:
    - a. One hundred sixty (160) hours per work period of regular posted duty in accordance with applicable MOU sections.
    - 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.
    - c. Four (4) hours per work period of formal training as described in Section 8.05 of this MOU.
  2. Non-institutional Based Employees shall be scheduled one hundred sixty-eight (168) hours per work period in the following manner:

- a. Camps and Headquarters Staff:
  - (1) Employees shall be scheduled for one hundred sixty-eight (168) hours of regular posted duty. The schedule shall be five (5) consecutive days of a minimum of eight (8) consecutive hours per day. Effective October 31, 1999, in CYA and November 1, 1999, in CDC/BPT/DMH these employees shall only be scheduled for one hundred sixty-four (164) hours of regular posted duties.
  - (2) These employees shall be provided at least fifty-two (52) hours of formal training as described in Section 8.05 of this MOU.
  - (3) Effective October 31, 1999, in CYA and November 1, 1999, in CDC/BPT/DMH, 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.
- b. Statewide Transportation Employees:
  - (1) Employees shall be scheduled for one hundred sixty-eight (168) hours of regular posted duty. Effective October 31, 1999, in CYA and November 1, 1999, in CDC/BPT/DMH these employees shall only be scheduled for one hundred sixty-four (164) hours of regular posted duties.
  - (2) These employees shall be provided at least fifty-two (52) hours of formal training as described in Section 8.05 of this MOU.
  - (3) Effective October 31, 1999, in CYA and November 1, 1999, in CDC/BPT, 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.
- c. Work Schedules for Non-Posted Employees (Board Coordinating Parole Agent-Youth Offender Parole Board, Casework Specialist, Community Services Consultant, Correctional Counselor I, Correctional Counselor II Specialist, PA I, PA II Specialist) and Firefighter Training Specialist:
 

Employees shall be scheduled for one hundred sixty-eight (168) hours of regular posted duty per work period in accordance with other applicable sections of this MOU. These employees shall be provided at least fifty-two (52) hours of formal training as described in Section 8.05 of this MOU.

D. Overtime

1. Overtime is defined as any hours worked in excess of one hundred sixty-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 sick leave shall not be considered as time worked by the employee. Additionally, no employee shall be credited less than one hundred sixty-eight (168) hours of time worked in any work period unless he or she was on an unpaid status during the work period and then only the time on unpaid status shall be deducted from the one hundred sixty-eight (168) hours. Effective October 31, 1999, in CYA and November 1, 1999, CDC/BPT/DMH for the purposes of computing the number of hours worked, time when an employee is excused from work because of the use of any leave credits shall be considered as time worked by the employee for the purposes of determining if overtime has been earned.
2. 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:  
$$\text{Monthly salary} + \text{monthly differentials (except shift differential received)} \times 12 = \text{annual salary divided by 13} = \text{salary per 28 day work period.}$$
$$\text{Salary per 28 day work period} + \text{shift differential received in the work period divided by 168 hours (hours worked in 28 day work period)} = \text{hourly rate of pay} \times 1.5 = \text{overtime hourly rate.}$$

E. Leave Credits

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

F. 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.
2. 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.
3. Nothing in this section shall be construed to deny any employee a vacation or any other time off or change any existing practices with regard to scheduling time off.

## 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 CO 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 Training & Development 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.
- b. Full-Time Employees' Seniority Accrual:  
Full-time personnel shall be credited with one (1) month's worth of seniority for any month in which he/she has worked at least eleven (11) days in a qualifying pay period.
  - c. Intermittent Employees:  
For intermittent employees, "total time" is measured by granting one month of seniority credit following the completion of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (160) hours in a qualifying monthly pay period shall not be counted or accumulated.
- 3. Ties in seniority shall be broken by examining each employee's last four (4) 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 (2) digits will be considered the most senior; if a tie still exists, the employee with the lowest first three (3) digits will be considered the most senior.
- B. 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 CO classes as defined by Section 830.5 of the Penal Code, regardless of when such service occurred.
2. "Total State service" is calculated as the period of time since the hire date, for which the employee has earned qualifying pay periods, as defined in paragraphs 3. and 4. below.
  - a. An employee shall not accrue seniority points during a break in service.
  - b. Those 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.
3. Full-Time Employees' Seniority Accrual: In determining seniority scores for full-time employees, one (1) seniority point shall be awarded for each qualifying monthly pay period of full-time State service in classifications defined in paragraph 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.
4. 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 (1) 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 sixty (160) or more hours will be considered a qualifying pay period. The hours in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated.
  - b. Hours worked on or after the April 1999 pay period, unless extended by mutual agreement.

Intermittent employees shall be awarded one (1) seniority point for each qualifying monthly pay period of state service in classifications defined in paragraph 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.

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

### **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 SPB, in a location which reasonably requires that an employee change his/her place of residence, or which involves a change in the Appointing Authority, the method of selecting the employee for transfer shall be by inverse seniority, except where precluded by operational needs of the departments or in emergency situations under existing Government Code Sections and DPA Rules.
- B. For reimbursement purposes only, existing DPA 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 (31<sup>st</sup>) 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 (1) of the parole divisions of the department, the State and CCPOA shall Meet and Confer to identify the pool of employees (the region or area) from which the person(s) to be involuntarily transferred on a temporary basis shall be drawn. In any event, the person(s) selected shall be picked by inverse seniority based on time in Unit 6.
- F. No employee may be transferred or reassigned under this section more than one 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. The State agrees to fill vacancies in the CO and YCO classifications by either lateral transfers, list appointments, reinstatements, permanent full-time appointments from the academy, or offering full-time appointments from the academy, or offering full-time employment to PIEs. In the interest of facilitating lateral transfers, three (3) of every ten (10) vacancies filled in the CO and YCO classifications must be via lateral transfers. This shall not preclude filling of vacancies at a higher ratio than specified. Offers to fill by lateral transfers will be made on a seniority basis consistent with B. above. A reconciliation of the lateral transfers will be made six (6) months after ratification of the MOU and every six (6) months thereafter with each local Chapter President and the Warden/Superintendent.
- D. When lateral transfer is the means being used to fill a vacant position, the most senior employee with a request to transfer on file at that location shall be 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.
- E. A PIE may submit a lateral transfer package using the process described in this Article provided the employee has successfully completed probation, is not currently under investigation, and does not have a pending adverse action. Selection of PIEs is at the discretion of the Appointing Authority.
- F. If the State chooses to fill vacant positions by transfers, but has specified the need to fill positions based on special skills, abilities or aptitudes, paragraph C. and D. above need not apply.
- G. Those employees who obtained employee-requested transfer under the provisions of this section shall not be eligible to utilize the provisions of this section for a period of one (1) year from the effective date of such transfer unless the employee has demonstrated a hardship that did not exist at the time of the initial transfer.
- H. This procedure may be superseded in favor of an employee requesting a transfer based on a bona fide hardship. If the matter is contested, the Appointing Authority or designee shall explain the basis for the waiving of this section to CCPOA's local Chief Job Steward or designee and/or CCPOA's representative.
- I. Travel Time Allowance: Upon request, the State may authorize an employee to take a reasonable amount of vacation, PLP, CTO, or holiday time off between transfers from one (1) institution to another where the transfer requires the employee to move his/her residence. Such requests will not be unreasonably denied, by the receiving institution.

- J. For the purposes of this section, PAs 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, COs 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 CYA, overtime under this provision shall be offered by seniority by classification. When there are no volunteers on the appropriate list within the classification, the Department shall use the following options in descending order:
  - 1. Use the volunteers from an appropriate classification (i.e., Youth Correctional Counselors can work for YCOs and vice versa);
  - 2. Use the involuntary overtime provisions; or
  - 3. Take necessary action to ensure adequate coverage.
- F. Existing institutional sign-up procedures and policies in effect during the terms of this MOU will not be changed without local negotiations.

- G. When an outside employer engages COs to work for a project on departmental grounds, the employees will be hired on an overtime basis pursuant to this section, or be placed on special assignment to work, and their positions filled behind with a PIE or on an overtime basis pursuant to this section, except if the position is not normally filled behind.
- H. 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)**

- A. METHODS
  - 1. There shall be seventy percent (70%) of the qualifying CO post assignments at each CDC Institution assigned by seniority. These Personnel Preferred Post Assignments (PPPA) will be distributed among the watches and RDOs in the same proportion as their percentage of the total number of qualifying posts. The break point will be .6 of the total number of qualifying posts. For example: 32 jobs (70%= 22.4; 30%=9.6). Therefore, ten (10) jobs will be management assignments, twenty-two (22) jobs will be PPPA.
 

Upon ratification of the MOU, all institutions will implement the time lines contained in subsection C. IMPLEMENTATION, to rebid all identified PPPAs.

    - a. New implementation will follow the implementation time lines set forth in this procedure. However, if the implementation dates change, the time frames will continue to be adhered to.

- b. Implementation for new institutions: Within eighteen (18) months of activation (receipt of inmates) all new institutions will begin the implementation process for PPPA.
  - c. 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.
2. 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 CO 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 CO level; (5) total number of Investigative Services unit (S&I) posts at the CO level; (6) total number of In-Service Training (IST)/Armory posts at the CO level.
    - (1) Camps shall retain their current agreements regarding post assignments.
  - c. 70/30 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 70/30 representation in each of these areas, in keeping with operational needs.
 

Upon completion of the 70/30 split, a reconciliation shall be completed to insure the institution's overall representation is within plus or minus two (2) positions.
3. Bid Process
- a. PPPA will consist of two (2) processes. The first process will consist of a bid as outlined in subsection 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 subsection 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.

B. ELIGIBILITY

- 1. Participation in the PPPA system is limited to eligible employees. An eligible employee:

- a. Must be a permanent, full-time CO; 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.

- c. In order to participate and maintain the rights and privileges defined throughout this procedure, the employee must maintain an overall standard performance rating as identified in Section 9.01, during the entire bid period.

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 activation of a newly established institution, previous year employee performance evaluations will not be considered for the purposes of eligibility in the PPPA process.

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

Management shall be responsible to ensure that training for all qualifications are available through In-Service Training. Employees shall be responsible for scheduling and attendance.

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 activation of a newly established institution, an employee may be precluded, in writing, from participating in the PPPA bid process to specific assignment areas as determined by the Appointing Authority. This preclusion must be based upon:
  - (1) An employee who has an adverse personnel action which relates to the employee's job performance including, but not limited to:
    - (a) Inattentiveness on the job
    - (b) Insubordination
    - (c) Excessive force toward an inmate, ward, or parolee
  - (2) The preclusion will not be based upon an adverse personnel action for:
    - (a) Sick leave abuse, etc.
    - (b) Off-duty conduct, etc.
    - (c) The adverse personnel action must have occurred twelve (12) calendar months preceding the onset of the bid process (i.e., the third Monday in November).

An employee receiving a performance related adverse action that may have a greater impact related to a specific assignment area (i.e., Ad Seg, community crews, Security Housing Units, entrance gates, etc.), may be excluded by the Appointing Authority from bidding to the specific assignment area for one (1) bid period. (Refer to subsection F.15.)

- f. An otherwise eligible employee absent from the worksite during the bid process for such reasons as NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the PPPA bid process. Employees who are successful in obtaining a bid post must assume the duties of such post within one 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.

#### C. IMPLEMENTATION

- 1. At the first meeting of the local Joint Labor/Management Committee, the total number of institutional posts available for PPPA shall be seventy percent (70%) of the total authorized posts listed on the Master Assignment Roster, as defined in subsection A.2.b. The remaining thirty percent (30%) shall be designated as management posts.

- a. November

- (1) On the first Monday in November the Personnel Assignment Office at each institution will post an updated seniority roster. Employees alleging errors in the computation of seniority dates may file a complaint to the Personnel Assignment Lieutenant. If unresolved, the employee may submit to the Appointing Authority for second level of review with resolution required within fourteen (14) days of the posting of the seniority roster. The second level shall be the final level of review in the complaint process. Errors in favor of the employee will result in the adjustment of the employee's seniority date at their institution.

- (2) The local Joint Labor/Management Committee at each institution shall meet to determine and agree which posts will be management posts and which posts will be PPPAs. Such determinations must be completed no later than the first Monday in November.
- (3) Only those PPPAs which cannot be agreed on by the local Joint Labor/Management Committee at each institution will be elevated to the Joint Labor/Management Headquarters Committee through the headquarters Labor Relations Branch.
- (4) On the second Monday in November, an institutional memorandum will be published by the Personnel Assignment Lieutenant, advising staff of the following:
  - (a) The date PPPA bid forms will be made available and the locations where the forms can be obtained.
  - (b) The date PPPA bid forms must be returned to the Personnel Assignment Office.
  - (c) Location(s) of PPPAs open for bid and Master Assignment Rosters will be available for staff review.
  - (d) Employees who laterally transfer on or before the first Monday in November will be permitted to bid.
- (5) On the second Monday in November, the Personnel Assignment Office at each institution will publish a listing of PPPAs available for bid. These listings shall be made available in locations previously specified.
- (6) PPPAs designated in the Institutional Vacancy Plan will be identified as such on the lists.
- (7) 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.
- (8) 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.
- (9) 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.
- (10) The watch designation for those PPPAs with multiple watch reliefs and posts requiring quarterly weapon qualifications will be noted on the listings of available PPPAs.



- (11) 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.
- (12) Eligible employees may bid on any number of PPPAs.

- b. December
  - (1) Beginning the first Monday of December, the Personnel Assignment Office shall have up to twenty-one (21) calendar days to determine the employee's placement into the PPPA of their selection.
- c. January
  - (1) No later than the first Monday of January, the Personnel Assignment Office shall publish the listing of employees who were successful in their bid. Time period for qualifications for PPPAs begins as specified in subsection B.1.d.
  - (2) Employees successful in obtaining a PPPA shall not be permitted to participate in the secondary process, except as specifically noted in subsection 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.

2. 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.

D. TEN PERCENT RULE

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

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

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

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

#### E. 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, or who have completed an apprenticeship program or have been displaced as a result of a deactivation to fill vacant seventy percent (70%) 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 subsection 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.

#### F. 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.
  - d. After one hundred twenty (120) days, all vacated PPPAs, under this section, will become subject to the secondary process.

- e. When an employee will exceed the one hundred twenty (120) day period to assume their selected PPPA, the employee will be allowed to appeal directly to the Appointing Authority for an extension of the one hundred twenty (120) day period. If the employee can demonstrate that the absence is based upon extenuating circumstances, such as a serious medical condition, the appointing authority may extend the one hundred twenty (120) day period up to one (1) year. Should the Appointing Authority grant the employee's appeal, the PPPA will revert to management until the employee assumes the post. If the employee fails to assume the post prior to the end of the extension, the PPPA will be subject to the secondary bid process.
2. If a PPPA becomes vacant, the PPPA will be filled through the secondary process. Unless specifically authorized by the Bargaining Unit 6 MOU these procedures or local mutual agreement, the designation of a particular post as a PPPA cannot be altered in any fashion without fulfilling the notice requirements of Section 27.01 of the Unit 6 MOU.
3. 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.
4. Upon activation, all activated posts will be subject to subsection A. METHODS, of this procedure. Newly designated PPPAs will be subject to the secondary process for those employees that become eligible at the onset 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 subsection F.4.a. shall apply.
5. 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.
6. 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 rebid to that same PPPA until at least one (1) subsequent PPPA bid period has elapsed (two [2] years).

7. 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 (1) subsequent bid period (two [2] years) has elapsed.
8. 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.
9. An employee may not be removed from a PPPA based upon the issuance of a LOI.
10. 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.
11. Any PPPA not bid during the bid period by an eligible employee shall revert to management, and be subject to the secondary process.
12. For purposes of expressing a personnel preference, the Chief Job Steward(s) shall be given "super" seniority in order to select a PPPA. When an employee is removed from his/her position as a Chief Job Steward during a bid period, a locally agreed upon method will be utilized to remove the employee from their PPPA.
13. Upon completion of the Apprenticeship period, an otherwise eligible employee, pursuant to subsection 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.
14. Excepting subsections 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/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.

15. 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.
16. In reference to subsection B.1.c., an employee may be removed from the PPPA upon receipt of the final copy of a substandard performance evaluation. Such movement will be to a post with substantially similar start/stop times. The vacated PPPA will revert to 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.

G. 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 CCPOA, respectively. Disputes will be resolved by majority vote.

**12.08 Layoff and Reemployment**

- A. Whenever it is necessary because of a lack of work or funds, or whenever it is advisable in the interest of the economy to reduce the number of permanent and/or probationary employees in the Department 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 DPA 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 DPA Rules. If an employee refuses a transfer or demotion, the employee may be laid off from state service.

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

- F. In accordance with Government Code Section 19997.11 and 19997.12, the State shall establish a reemployment list by class for all employees who are laid off. Such lists shall take precedence over all other types of employment lists for the classes in which the employees are laid off. Employees shall be certified from department or subdivision reemployment lists in accordance with Section 19056 of the Government Code.

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



## ARTICLE XIII - HEALTH AND WELFARE

### 13.01 - Health Benefit Plan

- A. The State and the Union agree to retain the current dollar amount contributions for health through July 31, 1999. Effective August 1, 1999, the State agrees to pay the following health benefit plan contributions:
  - 1. The State shall pay up to \$160.69 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 \$343.69 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 \$468.69 per month for coverage of an employee plus two (2) or more dependents under any of the health benefit plans administered by PERS.
- B. Effective January 1, 2000, the State agrees to pay the following health benefit contribution.
  - 1. The State shall pay up to \$160.69 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 \$357.69 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 \$488.69 per month for coverage of an employee plus two (2) or more dependents under any of the health benefit plans administered by PERS.
- C. For purposes of this section, "eligible employee" shall be defined by PERS.
- D. 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.
- E. 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.
- F. The State agrees to cover PIEs with health benefits the first day of the pay period following graduation from the academies of CDC and CYA. 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 Government Code 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, 2000.
- B. Effective January 1, 2000, 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 Benefit Trust Fund.
- C. Effective January 1, 1999, the State will provide the sum of \$8.98 per eligible employee to provide a vision benefit through the CCPOA Benefit Trust Fund.
- D. The employee will be required to pay any premium amount for the CCPOA sponsored dental and/or vision plan benefit through the CCPOA Benefit Trust Fund, in excess of the State's contributions.
- E. 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 CDC and CYA. This coverage is to be applied to the controlled period that the graduation date is in; and the eligibility continues through the following control period. Thereafter, PIEs must work a minimum of four hundred eighty (480) hours in each control period, as established by PERS, to continue coverage, pursuant to Government Code Section 22822;
  - 3. Limited-term or TAU appointees with prior continuous permanent service.
- F. 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 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. PIEs may only participate in the pre-tax premium and/or the cash option for medical insurance. PIEs choosing the pre-tax premium must qualify for State medical and/or dental benefits. PIEs choosing the cash option will qualify if they work at least one-half (½) time, have an appointment for more than six (6) months, and receive credit for a minimum of four hundred eighty (480) paid hours within the six (6) month control period of January 1 through June 30 of the plan year in which they are enrolled.

This section is not grievable or arbitrable.

### **13.05 Long-Term Care Insurance Plans**

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

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

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

### **13.06 Industrial Disability Leave**

- A. For periods of disability commencing on or after January 1, 1993, eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) work days after the date of the reported injury.
- B. In the event that the disability exceeds twenty-two (22) work days, the employee will receive sixty-six and two-thirds percent (66⅔%) of gross pay from the 23rd work day of disability until the end of the 52nd week of disability. No IDL or payments shall be allowed after two (2) years from the first day (i.e., date) of disability.
- C. The employee may elect to supplement payment from the 23rd work day with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to match, but not exceed, full net pay. Full net pay is defined as the net pay the employee would have received if he/she had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
- D. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any state employee who is a member of either PERS or STRS retirement system during the first fifty-two (52) weeks, after the first date of disability, within a two (2) year period. Any employee who is already receiving disability payments on the effective date of this provision will be notified and given thirty (30) days to make a voluntary, but irrevocable, change to the new benefit for the remainder of his/her eligibility for IDL.

- E. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive TD benefits as provided for in Government Code Section 19863, except that no employee will be allowed to supplement TD payments in an amount which exceeds the employee's full net pay as defined above.
- F. In the event that an employee is determined to be "permanent and stationary" 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 parties agree to allow for a pre-retirement death benefit as found in the applicable Government Codes.

### **13.08 Member Retirement Contribution Rate for Peace Officers**

Member contributions to PERS shall be based on eight percent (8%) of the compensation in excess of eight hundred 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.

Effective July 1, 2001, member contributions to PERS shall be based on ten percent (10%) of the compensation in excess of eight hundred sixty-three (\$863) dollars per month for employees who are in the Peace Officer/Firefighter member category. If the parties agree to extend the duration of this Agreement beyond July 2, 2001, the State may, at its sole and exclusive discretion, also extend the effective date of this provision.

### **13.09 Survivors' Benefits**

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

- A. Employees in Unit 6 who are members of PERS will be covered under the Fifth Level of the 1959 Survivors' Benefits which provides a death benefit in the form of a monthly allowance to the eligible survivor in the event of death before retirement. This benefit will be payable to eligible survivors of current employees who are not covered by Social Security and whose death occurs on or after the effective date of the MOU for this section.
- B. The contribution for employees covered under this new level of benefits will be two dollars (\$2) per month. The State will contribute any difference required to provide the survivors' benefits.
- C. The survivors' benefits are detailed in the following schedule:

1. A spouse who has the care of two (2) or more eligible children, or three (3) or more eligible children not in the care of the spouse.....\$1,800;
2. A spouse with one (1) eligible child, or two (2) eligible children not in the care of the spouse.....\$1,500;
3. One (1) eligible child not in the care of the spouse; or the spouse, who had no eligible children at the time of the employee's death, upon reaching age sixty-two (62).....\$750.

**13.10 Rural Subsidy Program**

- A. The State shall establish a rural subsidy program for Bargaining Unit 6 members, which may be administered in conjunction with a similar program for state employees in other bargaining units, for excluded employees, and for annuitants. DPA shall administer any fund involving Bargaining Unit 6 members.
- B. The program shall operate in the following fashion:
  1. For those qualifying employees living in a rural area as defined in Senate Bill 514 (a) (1), the State shall contribute \$1,500 per year on behalf of each such bargaining unit member (employee). The amount, however, for fiscal year 1999-2000 shall be \$750. However, the State and Unit 6 will address Unit 6 Trust Plan enrollees in Lassen County on a mutually agreed upon basis. For Bargaining Unit 6 members, payments shall be on a monthly basis.
    - a. For permanent employees, as in the "Medical Reimbursement Account" situation, the employee does not have to wait for reimbursement of covered medical expenses until the full amount has been deposited.
    - b. As to any employee who enters state service or leaves state service during a fiscal year, contributions for such employee shall be made on a pro rata basis. A similar computation shall be used for anyone entering or leaving the bargaining unit (e.g., promotion in mid-fiscal year).
    - c. Each Unit 6 employee shall be able to utilize up to \$1,500 per year, pursuant to said bill, but with the exceptions for greater utilization hereafter noted. The pro rata limitation pursuant to paragraph 1. b. is applicable here.
    - d. If an employee does not utilize the complete \$1,500 pursuant to the procedures and limitations described in the bill, then the unused monies shall be put in a "same year pool." That same year pool shall be utilized to pay those who have incurred health care expenses in excess of the \$1,500, but again according to the procedures and limitations in the bill. The monies in the same year pool would be distributed at the end, or soon after, each fiscal year to that group of employees who had expenses in excess of \$1,500 in the relevant fiscal year. Those monies shall be distributed on a *pro tanto* basis.

- (1) Any employee not in Bargaining Unit 6 all year shall receive credit under this paragraph 1. d. utilizing the same pro rata formula as in paragraph 1. b. above.
  - (2) If an employee is entitled to less than \$25 under this paragraph 1. d., this money shall instead go into next year's fund pursuant to paragraph 1. e. hereafter.
- e. If monies still remain after a distribution to such employees all those surplus monies shall be rolled over into the next fiscal year's fund available for distribution to employees whose expenses pursuant to the bill exceed \$1,500 in such subsequent year. Similar "rollovers" would occur in any years where all employees were completely reimbursed (or had payments made on their behalf) pursuant to the bill and monies still remaining in the pool.
2. The money shall be available for use as defined in SB 514.
3. Pursuant to that bill, a Rural Healthcare Equity Trust Fund(s) (hereafter Fund) will be established with a separate account for Bargaining Unit 6 members, as one of several similar accounts.
4. Beyond the text of the bill, the parties will structure and administer the Fund in accordance with all applicable IRS and other regulatory statutes and rules.
5. Interest earned from the Fund(s) shall be used to offset administrative costs.
6. Notwithstanding the above, if the IRS shall determine that the above benefit violates its statutes or rules (e.g., the payments by the State are taxable), then the above provisions shall be of no further force and effect. The parties will negotiate under the Dills Act for a replacement benefit, which shall be "cost neutral" to the employer.
7. Section 13.10 shall become effective January 1, 2000. Full contributions and reimbursements up to the cap amount, for those employees living in a rural area as defined in SB 514 (a)(1), shall be for qualified medical expenses incurred on or after January 1, 2000.

## **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 DPA 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)
<hr/>		
Total	\$40.00	

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

- (a) Statewide, with a lodging receipt: Actual lodging up to \$84 plus taxes\*

When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, and central and western Los Angeles (L.A.), reimbursement will be for actual receipted lodging to a maximum of \$110 plus applicable taxes. Central and western L. A. is the territory bordered by Sunset Boulevard on the north, the Pacific Ocean on the west, Imperial Blvd./Freeway 105 on the south and Freeways 110, 10 and 101 on the east. This area includes downtown L.A., Inglewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.

State sponsored conferences, conventions, business meetings, and training. Requires prior Appointing Authority approval (with a lodging receipt): Actual lodging up to \$110 plus taxes\*

Non-State sponsored conferences, conventions, business meetings, and training. Requires prior approval Appointing Authority (with a lodging receipt): Actual lodging at prevailing market rates as approved by the Appointing 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 subsection A.1. above for breakfast, dinner and lodging allowances if the employee's travel time meets the criteria as set forth in subsection 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 subsections 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 (1) 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 DPA.
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 (1) 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 DPA.
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.
  - c. 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.

- d. 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.
9. 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 subsection 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 subsection A.5. above. Long-term out-of-state travel will be reimbursed according to subsection A.6. and A.7. above. Long-term out-of-country travel will be reimbursed in accordance with Section A.1. through 7. above.
10. 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.
11. 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.
12. The Director of the DPA or designee may grant exceptions to these provisions.
13. 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 \$6 without receipts effective January 1, 2000. 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 by no later than July 7<sup>th</sup> for meal tickets issued in the prior fiscal year.
- 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) days from the end of the fiscal year in which it was issued.
- 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.
- H. When an employee is assigned to an out-of-class assignment, the value of the overtime meal allowance shall be that of the position worked, if it is higher than that of an Unit 6 meal ticket.

#### **14.03 Moving and Relocation Expenses**

Whenever an employee is reasonably required by the State to change his or her place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in Section 14.01, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

#### **14.04 Uniform/Uniform Accessories Replacement Allowance**

- A. The parties agree that it is in the best interest of all concerned for employees who are required by the State to provide and wear uniforms and uniform accessories, to maintain those uniforms and accessories in a clean and neat condition. To this end, so that employees shall appear at the worksite in uniforms/uniform accessories which are neat, clean and in good repair at all times, the State will provide a uniform/uniform accessories replacement allowance.

- B. Except for MTAs, when the State requires a uniform and uniform accessories to be worn and when the conditions above are met, the State will provide a uniform/uniform accessories replacement allowance determined by 1., 2., or 3., below:
1. A permanent employee required to wear a uniform and uniform accessories on a full-time basis shall receive a uniform allowance of \$530 per year, to be paid annually.
  2. A permanent employee required to wear a uniform and uniform accessories on less than a full-time basis the uniform allowance under this subsection shall be \$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.
- C. "Uniform" means outer garments as defined by management which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general public. This definition includes items that serve to identify the person, agency, functions performed, position or time in service. "Uniform accessories" means items which supplement or add to the usefulness of the uniform and which are necessary while carrying out the duties and responsibilities of the position. This definition includes such things as belts, key holders, whistles, baton rings, flashlights, etc.
1. Whenever a Bargaining Unit 6 employee is authorized to wear an approved jumpsuit, the employee will be responsible for the purchase and maintenance of the required jumpsuit.
- D. The State shall provide eligible employees an allowance for the initial purchase of uniform and uniform accessories required as a condition of employment, upon the successful completion of their probationary period.
- E. CYA YCOs, and all Camp COs shall wear uniforms/style, color and design as determined by CYA, but with CYA shoulder patches and state-issued departmental badge. The purpose of this section is for the ready identification and safety of YCOs and Camp COs in the field.
- F. This uniform allowance shall be a separate check apart from the employee's normal check and shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. This section shall be effective upon enactment of legislation which clearly exempts this provision of the definition of "compensation" contained in Government Code Section 20022.

- G. All other state laws, rules and departmental policies regarding uniform allowance shall remain in effect.
- H. Subsequent to the allowance issued upon successful completion of probation, PIEs in a uniform class who work one thousand forty (1,040) hours or more shall receive the full uniform allowance. All others will be computed by the existing laws and rules.
- I. The State agrees to continue in its uniform policies the use of the present alternative headgear with the regular uniform. This policy shall include the wearing of alternate headgear in tower positions and inmate work crew supervision.
- J. The State agrees to promptly advise new employees as to the typical weather conditions they may be exposed to, and to advise employees what type of clothing to keep stored in their personal vehicles in the event the employee is unexpectedly assigned to a job that would expose the employee to inclement weather.

In the event the employee is unexpectedly reassigned and needs to retrieve the clothing from the personal vehicle parked on the grounds, the employee will be allowed to use state time to obtain the clothing.

K. 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 CDC and DMH shall meet CDC Departmental Operations Manual specifications for uniforms. The smock for CYA shall meet the CYA 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.
2. **Uniform Pants:** Uniform pants for MTAs shall be worn with the departmentally-provided smock. The color and style of these pants shall be determined by the departmental uniform advisory committee.
3. **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.

4. **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.
5. **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.

(See Sideletter #8)

#### 14.05 Badges

- A. The State shall provide a badge for each CDC employee having Peace Officer status. CYA and DMH 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 PAs 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.  
  
CYA 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. CYA Field PAs, YCOs, Transportation Officers and Camp COs in the CYA will be issued badges by 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 mass transit, including rail, bus, or other commercial transportation licenced for public conveyance shall be eligible for a seventy-five percent (75%) allowance on monthly public transit passes up to a maximum of \$65 per month. This shall not be considered compensation for purposes of retirement contributions.
- B. The State shall provide \$100 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.

### **ARTICLE XV - SALARIES**

#### **15.01 Salaries**

Effective July 1, 1999, all Unit 6 classifications shall receive a general salary increase of four percent (4%). The Universal Salary Schedule shall be used to determine the four percent (4%)



increase. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

Effective September 1, 2000, all Unit 6 classifications shall receive a general salary increase of four percent (4%). The Universal Salary Schedule shall be used to determine the four percent (4%) increase. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

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

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.

- d. **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 CO and YCO.

2. 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.

- c. **Range C:** This journeyperson 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.

3. Correctional Counselor I and PA I

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

- a. **Range A:** This apprenticeship range shall apply to employees 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 journeyperson 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; PA I, Adult Parole; or PA I, CYA 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; PA I, Adult Parole; or PA I, CYA 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; PA I, Adult Parole; or PA I, CYA.

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; PA I, Adult Parole; and PA I, CYA.

4. 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.

5. MTA, Correctional Facility  
MTAs, 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.
6. **PERMISSIVE** reinstatement to state service after a permanent break in service into CO, YCO, and Youth Correctional Counselor classifications:
  - a. Employees who had a prior appointment in Range 1 or Range A of CO who have NOT graduated from or completed the basic academy who are **permissively** reinstating to state service after a permanent break in service to the classification of CO shall only be eligible for appointment to Range 1.
  - b. Employees who had a prior appointment in Range A of YCO or Youth Correctional Counselor who have NOT graduated from or completed the basic academy and site orientation who are **permissively** reinstating after a permanent break in state service to the classification of YCO or Youth Correctional Counselor shall only be eligible for appointment to Range A.
7. 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 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. Effective July 1, 1999, the State shall provide a \$175 per month housing stipend for all employees employed at Salinas Valley State Prison (SVSP).
- C. This housing stipend shall be part of the employee's normal check for permanent full-time and permanent part-time employees, but shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as the normal checks. The housing stipend shall be applicable for each full pay period of employment at the eligible facilities or offices.
- D. In order to receive this housing stipend, an employee must make a commitment to stay at the eligible facilities or offices through June 30 of each eligible year.
- E. The parties agree to reopen this section in regard to new facilities and/or institutions.
- F. When CDC 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.
- G. 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 DPA 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 COs, YCOs, 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 CO, YCO, 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.
5. "Retirement System." The term "retirement system" shall mean the PERS retirement system as made applicable to the State of California under the provisions of the Public Employees' Retirement Law (California Government Code Section 20000, et. seq.).
6. "Wages." The term "wages" shall mean the compensation prescribed in this MOU.

B. PICK UP OF EMPLOYEE CONTRIBUTIONS

1. Pursuant to the provisions of this MOU, the employer shall make employee contributions on behalf of employees, and such contributions shall be treated as employer contributions in determining tax treatment under the Internal Revenue Code of the United States. Such contributions are being made by the employer in lieu of employee contributions.
2. Employee contributions made under paragraph A. of this Section shall be paid from the same source of funds as used in paying the wages to affected employees.

3. Employee contributions made by the employer under paragraph A. of this Section shall be treated for all purposes other than taxation in the same manner and to the same extent as employee contributions made prior to the effective date of this MOU.
4. The employee does not have the option to receive the employee contributed amounts paid pursuant to this MOU directly instead of having them paid to the retirement system.

C. WAGE ADJUSTMENT

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

D. LIMITATIONS TO OPERABILITY

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

E. NON-ARBITRABILITY

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

### **15.05 Flight Pay**

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 \$100 per month bilingual/sign language pay differential. Payment shall commence after certification and utilization of these skills on the first pay period in which the employee was certified by the Board as being bilingual or sign linguist.

- A. Bilingual/sign language pay of \$100 per month shall be paid to employees utilized by the State to interpret or translate either verbal or written communications to and from a foreign language.
- B. An employee is entitled to receive bilingual/sign language pay provided that employee has passed the State's bilingual/sign language proficiency examination and has been required by a supervisor to use these skills on a continuing basis. Use of bilingual/sign language skills includes any combination of conversational, interpretational, or translation in a second language or related activities performed with the specific bilingual/sign language transactions.
- C. The position or post held by the employee is irrelevant to the employee's entitlement to bilingual/sign language pay status.



- D. The bilingual/sign language pay program is to be administered in accordance with 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. Effective January 1, 2000, the flat rate will increase to \$100 per pay period.
- 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 physical fitness incentive pay shall be a part of the employee's normal check for permanent full-time and permanent part-time employees, but shall not be included for purposes of computing benefits (including, but not limited to, PERS calculations) and/or additional compensation. In terms of withholding for tax purposes, this stipend shall be subject to the same withholding rules as normal checks.
- E. The State and CCPOA shall Meet and Confer over the development of an alternate form or new form of the physical fitness program.
- F. 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 Differential**

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

<b>CLASS TITLE</b>	<b>CLASS</b>	<b>SCHEM</b>
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 Overtime**

- A. The State agrees to compensate canine officers for routine time spent for canine care outside the regular work schedule at the prevailing federal or state minimum hourly rate per hour, whichever is greater. The parties further agree that routine daily canine care generally requires up to sixteen (16) hours each pay period beyond an officer's regular work schedule. This daily "routine" K-9 care will be compensated based on the prevailing federal or state (whichever is greater) minimum hourly wage at time-and-one-half hourly rate. The officer is only pre-approved for up to sixteen (16) hours per pay period. The officer will submit this overtime via the daily timekeeping process and it will be in addition to any other regular overtime the officer may have worked.

If an officer needs to exceed the maximum daily routine care time allotment noted in A. above, the officer must obtain his/her supervisor's approval prior to exceeding the maximum. The officer must justify the need to exceed the maximum in writing.

- B. Daily routine care performed outside the regular work hours consists of various tasks such as feeding, grooming, medicating, exercising the dog(s), performing incidental maintenance training, spraying for pest control in the area, and preparing and cleaning the living space for the dog(s).
- C. As long as the officer has K-9 responsibility even when they are on sick leave, vacation, or other approved leave, they may accrue up to thirty (30) minutes per day of daily routine care as noted in A. above.
- D. The employer will pay for food and veterinary care for the dog(s) and miscellaneous incidentals for dog care such as brushes, detergents, soaps, flea control products, and pest control sprays.
- E. The employer will pay the officer at his or her regular overtime rate of pay for extra duties such as emergency veterinary care, outside the normal work schedule or any duties assigned by management, such as, searches, pre-approved non-routine training and all other dog-related matters not specifically enumerated in paragraph B. above.
- F. Management retains the right to call an officer and their dog to duty at anytime outside their regular work schedule. On such occasions, the employer will pay the officer, if applicable, in accordance with existing "callback" rules.

- G. The State prohibits canine officers from performing any work while traveling to or from the institution or worksite with the dog. If the officer must travel to an "other than normal" worksite, the State will compensate the officer for any increase in travel time in accordance with prevailing travel rules. The State may require the officer and the dog to travel only during regular work hours.
- H. The State reserves the right to discontinue the use of canine units, or to provide for their total care and maintenance at the institution.
- I. A K-9 officer is required to obtain a certification that he or she has received the required dog handler training.

### **15.10 401 (k) Plan**

Employees in Unit 6 are to be included in the State of California, DPA'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.,  $\$2,300 \times 1.05 = \$2,415.00$  [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.,  $\$2,300 \times 1.05 = \$2,415.00$  [rounded to  $\$2,415$ ];  $\$2,415 \times 1.05 = \$2,535.75$  [rounded to  $\$2,536$ ]). Two (2) steps lower is calculated by dividing the rate by 1.05 (rounded) and then dividing the result by 1.05 (rounded) (e.g.,  $\$2,536$  divided by  $1.05 = \$2,415.2381$  [rounded to  $\$2,415$ ];  $\$2,415$  divided by  $1.05 = \$2,300.00$  [rounded to  $\$2,300$ ]). This method is referred to as the Universal Salary Schedule calculation.

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

#### **15.12 Overpayments/Payroll Errors (Accounts Receivable)**

- A. This provision applies when the State determines that an overpayment has been made to an employee. "Overpayment" is defined as cash or time off that has been overpaid, regardless of the reason.

- B. When an employee is overpaid or owes the State money, the employee shall be given reasonable individual notice in writing prior to the State establishing an accounts receivable. Employees assigned to camp positions will be provided written notice of any overpayment. This notice will be sent certified mail/return receipt requested.
- C. If an overpayment occurs, reimbursement shall be made to the State through one (1) of the following methods:
1. First, in cash payment(s) mutually agreed to by the employee and the State; or (should the parties fail to reach agreement)
  2. Installments through payroll deduction to cover the same number of pay periods in which they are accrued, provided the full amount is recovered in one (1) year or less. Where over-payments have continued for more than one (1) year, full payment may be required by the State through payroll deductions over the period of one (1) year. In those cases involving large accounts receivables, longer periods of replacement may be agreed to.
  3. 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/her disposable earnings for the pay period. 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-arb process pursuant to Article VI of this MOU. The arbitrator may order the reversal of the accounts receivable if he/she finds there are mitigating circumstances for failure to submit the 998A, or if the State fails to follow the correct process as outlined in the Agreement.
- J. No administrative action shall be taken by the State to recover an overpayment unless the action is initiated within three (3) years from the date of the overpayment.

**15.13 Recruitment — Avenal, Ironwood, Chuckawalla Valley, Calipatria, and Centinela State Prisons**

- A. Employees who are employed at Avenal, Ironwood, or Chuckawalla Valley State Prisons, CDC, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.
- B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, or Chuckawalla Valley State Prisons, there will be no pro rata payment for those months at either facility.
- C. If an employee is mandatorily transferred by the Department, he/she shall be eligible for a pro rata share for those months served.
- D. If an employee promotes to a different facility, or department other than Avenal, Ironwood, or Chuckawalla Valley State Prison, prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro rata of this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro rata share of the existing retention bonus.
- E. Part-time and intermittent employees shall receive a pro rata share of the annual recruitment and retention differential based on the total number of hours worked, excluding overtime, during the twelve (12) consecutive qualifying pay periods.
- F. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
- G. If the State plans to make any changes to this section prior to the expiration of the MOU, they shall Meet and Confer with CCPOA over the impact of such change.
- H. Employees on IDL shall continue to receive this stipend.

- I. If an employee is granted a leave of absence, the employee will not accrue time towards the twelve (12) qualifying pay periods, but the employee shall not be required to start the calculation of the twelve (12) qualifying pay periods all over. For example, if an employee has worked four (4) months at a qualifying institution, and then takes six (6) months maternity leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,400.
- J. There shall be a Joint Labor/Management Committee to study how to convert the \$2,400 per year bonus into a monthly stipend. This committee shall render its findings by June 30, 1998. Upon completion of the study, the parties may agree to reopen this section.
- K. Effective May 1, 1998, employees at Calipatria State Prison, CDC, 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, CDC, 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.
- M. Effective July 1, 1999, employees who are employed at Centinela State Prison, CDC, 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 upon ratification of this MOU, employees meeting the service criteria listed below, shall be eligible to receive the corresponding 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%

1 years in Bargaining Unit 6	4%
2, 23 & 24 years in Bargaining Unit 6	5%
5 years in Bargaining Unit 6	7%

- B. 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. 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 CO Cadet Pay**

- A. hourly rate of pay for CO Cadets, while attending all training at the Basic CO Academy (BCOA) shall be \$7.04. The time and one-half rate of pay shall be \$10.56. CO Cadets who are appointed to Range B or Range C of the CO classification while attending the BCOA, will be paid their appointed hourly rate of pay and one and one-half (1½) overtime rate. Shift differential pay, and other special pay provided for in the Unit 6 MOU shall not apply to, or be included with this pay program for CO Cadets.
- B. Cadets, while attending all training at the BCOA, shall work a scheduled forty (40) hour Monday through Sunday work week. Days off during the BCOA may vary according to the scheduled curriculum. CO Cadets may be scheduled a minimum of one hundred thirty-five (135) additional hours of training, education, and instruction during the six (6) week BCOA.
- C. on 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. Department will make every reasonable effort to provide warrant release dates similar to other employees.
- E. and when the structure or length of the BCOA is altered, the parties agree to reopen this section and Meet and Confer regarding the impact of any change.



### **15.17 Educational Incentive Pay**

- A. Effective January 1, 2000, the State agrees to pay a differential of \$100 per pay period for COs, YCOs 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 January 1, 2000, the State agrees to pay \$100 per pay period for MTAs who have attained a bachelors degree in Nursing, or in a related health care field, or who have attained an associate of arts degree in criminal justice. MTAs who are not already licensed as a registered nurse shall be eligible for a \$1,500 bonus upon attainment of a registered nurse license. This bonus shall not be considered compensation for purposes of retirement.
- C. Effective January 1, 2000, the State agrees to pay a differential of \$100 per pay period to Youth Correctional Counselors, Community Services Consultants, PAs and Correctional Counselors who have attained a masters degree from an accredited college or university.
- D. PIEs must work eighty-eight (88) hours in a pay period to receive the full differential described in this section, and any hours under eighty-eight (88) shall not receive a pro-rated amount of this differential.

### **15.18 Defined Contribution Plan (POFF II)**

- 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 COs, YCOs 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. PIEs shall not be eligible for this deduction until they obtain eligibility for PERS contributions pursuant to PERS regulations. PIEs 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. The State agrees to maintain alternate ranges for the classifications subject to the provisions of the FLSA 7k provision. These alternate ranges shall be five percent (5%) above the existing ranges for the identified classes except for Range 1 for CO and Range A for YCO and Youth Correctional Counselor.
- B. Based upon successful ratification of this MOU, the following will be effective on the first shift October 31, 1999, at CYA and on the first shift November 1, 1999, at CDC:

1. Each employee shall be required to work one hundred sixty-eight (168) hours in each of the thirteen (13) established twenty-eight (28) day work periods. Wages will be paid in twelve (12) equal monthly pay warrants on the last working day of the State pay period. Each pay warrant will represent one-twelfth (1/12) of the employee's annual wage. Hours exceeding one hundred sixty-eight (168) in the twenty-eight (28) day work period shall be considered overtime and will be paid at the time an one-half rate.
  2. The State agrees that the work period hours will be tracked. There will no longer be excess hours accrual/debit based on the number of hours worked in the State pay period.
  3. Failure to work the required one hundred sixty-eight (168) hours during any work period will result in a deficit for which the employee must charge leave credits (other than sick leave) or dock if no leave credits are available or if the absence is unapproved. The leave credit usage or dock will occur during the State pay period in which the twenty-eight (28) day work period ends.
  4. If employed for less than a full State pay period (i.e., mid-month appointments, separations), the employee will be compensated for only those days and hours actually employed in the State pay period. That compensation shall be based on the monthly rate of pay divided by one hundred sixty-eight (168) hours (in a twenty-one [21] day State pay period) or one hundred seventy-six (176) hours (in a twenty-two [22] day State pay period).
- C. PIEs working in institutional-based classifications identified in Section 11.11. shall receive pre and post work activity compensation up to four point five (4.5) hours per State pay period based on the following:

HOURS WORKED	COMPENSATION (HOURS)
0 - 10.9	0
11 - 30.9	1.0
31 - 50.9	1.5
51 - 70.9	2.0
71 - 90.9	2.5
91 - 110.9	3.0
111 - 130.9	3.5
131 - 150.9	4.0
151 +	4.5

- D. Effective October 30, 1999, in CYA and on October 31, 1999, in CDC all excess time balances will be retained on the employee's leave balances to be utilized in a similar fashion as other leave.

## **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.
    - e. Any restrictions on and/or requirements for transporting the person's weapon and ammunition to a range on institution property.

- f. To what facility office and by when the \$9 fee must be paid to participants in a qualification session. The parties shall meet in February of each year to review the fees paid for range use and modify the costs as appropriate.
3. Off-duty weapon qualification is accomplished during the officer's own time on a voluntary basis. Each person retains the right to use any other public or private facility to qualify with his/her privately-owned off-duty weapon as provided in Penal Code Section 830.5(d). Nothing in these rules shall be construed as a requirement that any person must utilize a departmental facility to qualify with their privately-owned off-duty weapon. Access to departmental ranges is conditionally provided to those persons specified in subsection B.1. above as a means to qualify with their privately-owned off-duty weapon.
4. Any scheduled qualification session may be canceled due to inclement weather or the lack of participants to cover the costs for providing the session. If a session is canceled, the facility shall not be required to schedule a make-up session and all fees paid by the participants for that canceled session shall be returned to them.
5. Off-Duty Weapon Qualification Requirements and Restrictions:
  - a. Each off-duty weapon qualification participant shall repay a user fee for each use of the range to qualify (i.e., one course of fire session) which covers the expense of one weapon qualification session, the target, the Range Master's salary and the officer's use of the range.
  - b. Each participant shall have with him/her a valid identification card or other appropriate documentation which verifies his/her eligibility to participate in the qualification session.
  - c. Each participant shall provide his/her own ammunition necessary for qualification. The only type of ammunition which may be used for a qualification session shall be:
    - (1) Loaded or reloaded by a factory, including factory wadcutters.
    - (2) Standard loads; no "magnum" loads.
    - (3) Standard or hollow-point bullets; no shot, plastic, cap and ball, or other variation of bullets.
  - d. Each participant shall provide his/her own off-duty weapon and a strong-side hip holster. The only type of weapons which may be used for qualification sessions shall be:
    - (1) Double action on the first round; no single action revolver.
    - (2) Revolver or semi-automatic pistol; no single shot pistol, shot gun or rifle.
    - (3) From .22 to .45 caliber (includes 9mm).

- e. Range Masters shall be currently State-certified and employed at the same institution as the range unless authorized by the Warden or designee of the institution that has the range. Also, a Range Master shall be able to identify the safe handling of both revolvers and semi-automatic pistols.
- f. Each participant shall sign a document acknowledging that they have:
  - (1) Read and understand Penal Code Sections 171b, 171c, 171d, 171e, 197, 198, 198.5, 246, 417 through 417.8, 830.5, 4574, 12000 through 12034, and 12590 relating to the possession and use of a weapon while off duty.
  - (2) Read and understand that, pursuant to Penal Code Sections 830.5 and 12031, carrying a concealed weapon without maintaining the quarterly qualification is both a crime punishable as a misdemeanor and good cause for suspending or revoking the right to carry a weapon off duty.
  - (3) Received material on the facility's range rules, and received material approved by CPOST on firearms safety and home safety rules.
- g. To qualify for certification, each participant shall be required, using the B-27 type target, to complete the below course of fire with a score of no less than twenty-six (26) hits out of a possible thirty-six (36) hits on or within the seven (7) ring of the target while demonstrating safe handling of the weapon at all times:
  - (1) Hip level, strong hand or both hands, at three (3) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have thirty (30) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.
  - (2) Instinctive shooting (not using the weapon's sights), chin level, strong hand or both hands, at seven (7) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have thirty (30) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.
  - (3) Using sights, strong hand or both hands, at fifteen (15) yards distance from the target; starting with six (6) rounds loaded in the weapon; the participant shall have forty-five (45) seconds within which to fire the six (6) rounds then reload (speed loaders permitted) and fire six (6) more rounds (a total of twelve [12] rounds) at the target.

- (4) Scores shall be calculated by counting the number of hits scored on and within the seven (7) ring of the target. A round which touches or breaks the outer seven (7) ring line shall be scored as a hit. A round that does not strike the scoring area shall not be counted.
    - h. While at the range, every participant shall follow the facility's range rules and all instructions of the Range Master. The Range Master may at any time order a participant to leave either the firing line or the range for the safety of persons.
- 6. Off-Duty Weapons Qualification Records:
  - a. Facilities shall maintain on file for a period of six (6) months the documents signed by the participants and the participant's official weapon qualification score sheet indicating the participant's score and, when applicable, the reason for his/her failure to qualify.
  - b. The facility shall provide each participant who qualifies as required an official card certified by the Range Master which indicates the participant's name, the date and location of qualification and his/her quarterly qualification requirements were completed on that date.
- 7. Peace officers may cross departmental and institutional lines to exercise their rights under this section. For example, a YCO at 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 Injuries**

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

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

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

#### **16.04 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 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)

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

**ARTICLE XVII - INSTITUTIONAL 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
- B. 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.
- C. 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 Compensation**

- A. The work schedule for full-time 7k exempt Firefighters on twenty-four (24) hour shifts employed by CDC shall be up to two hundred 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 twelve (212) through two hundred 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{12}$ ) of the annual wage. Monthly supplemental warrants for the remaining half ( $\frac{1}{2}$ ) time pay will be at the appropriate half ( $\frac{1}{2}$ ) time rate for the four (4) hours between two hundred twelve (212) and two hundred 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, SATF, SVSP, 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, SATF, SVSP, and Lancaster. The Firefighters at NCWF, SATF, SVSP, and Lancaster shall be scheduled as 7k exempt as described in Section 11.11.

E. The method of calculating the hourly wage for twenty-four (24) hour shift Firefighters is based on a two hundred 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**

CDC 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. CDC agrees that each firefighter will be issued handcuffs and chemical agents consistent with Section 7.05 B.

### **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 re-evaluate the badge control process for CDC's Firefighters. At the termination of the evaluation, management will share the information with the employee organization.

**17.08 Firefighter Physical Fitness**

- 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. CDC 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 11.11 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 11.11 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 11.11 shall accrue eight (8) hours of credit for sick leave with pay on the first day of the monthly pay period following completion of each qualifying pay period, subject to the provisions in Section 10.02 B.
- C. Sick leave may be taken in thirty (30) minute increments.
- D. When a CDC Section 11.11 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 11.11 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.
- B. All holiday credits must be taken in one (1) hour increments.
  - C. The Appointing Authority or designee may require five (5) calendar days advance notice before a holiday is taken and may deny use subject to operational needs or an emergency. When an employee is denied use of a holiday, the Appointing Authority or designee may allow the employee to reschedule the holiday.
  - D. Accrued holiday credits are not subject to the state-initiated buy-back without prior approval of the employee.

### **17.13 Firefighter Continuous Hours of Work**

Correctional Institutional Firefighters are exempted from the "Continuous Hours of Work" Section 11.03. 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 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 PA Safety Equipment and Procedures**

- A. The Department shall provide or otherwise make available to Field PAs necessary safety equipment. This equipment shall include handcuffs, chemical agents, and distinguishable clothing. At the individual PA'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 PA 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 PAs 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 PAs updated information regarding departmental policy and procedures and other information concerning the handling of HIV-infected inmates and parolees.
- E. The State will provide each PA 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 PA 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.
- F. The State shall provide each PA a "ready bag" suitable for storing the individually-assigned protective equipment.
- G. The Department shall provide two (2) portable hand-held radios for each parole unit. The Department agrees to provide each PA with a cellular telephone.
- H. Each Department PA 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.
- I. 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)
- J. PAs 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.

- K. The Department shall develop protocols for handling hazardous waste, and adequately train each PA in the protocol. The State shall provide each PA with a portable hazardous waste disposable unit that would be carried in the PA's vehicle, and on the PA's person during the searches. Additionally, each PA unit shall have hazardous waste disposal "containers" for dirty needles and urinalysis samples.

#### **18.02 CYA Field PA Training**

- A. All personnel subject to PC 832 training shall successfully complete the weapons qualifications course mandated at the PA 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. PAs 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 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.
- D. Working within budgetary and workload constraints, crisis intervention, self-defense, arrest procedures, and drug detection and identification training shall be provided annually.

- E. Should the employee fail to qualify on the first attempt, the employee shall be provided an opportunity to requalify as soon as possible. Any PA who fails to achieve a qualifying score within the quarter will surrender the firearm to the Regional Administrator or designee. If a PA, who as a condition of employment is issued a firearm, does not qualify within thirty (30) calendar days of the end of the calendar quarter in which he/she had failed, the PA shall be placed on leave without pay for no longer than two (2) months until said PA qualifies. Failure to qualify during this period of time will result in the PA being separated from State service pursuant to Government Code Section 19585, or other applicable Government Code section(s). However, the employee shall receive at least seven (7) 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 PA, YOPB Board Coordinating PA and Community Service Consultant Work Hours**

- A. The normal work schedule for CYA Field PAs, YOPB Board Coordinating PA, and Community Service Consultant shall be one hundred sixty-eight (168) hours in a twenty-eight (28) day work period. Normally, the work period schedule shall reflect a four (4) day or five (5) day work sequence with traditional weekend days as RDOs. The above-referenced classes shall submit to the supervisor for approval a work period schedule, seven (7) work days prior to the beginning of each work period. Any changes in the work schedules, excluding emergencies, will require prior supervisory approval. The above referenced classes will advise their supervisor of emergency changes no later than the next work day. If the above-referenced classes do 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, parolee/inmate contact, programs, custody, and other routine or special assignments appropriate to the above-referenced classifications and responsibilities.
- B. All CYA Field PAs, YOPB Board Coordinating Parole Agents, and Community Service Consultants may schedule at least one (1) four-ten-forty (4/10/40) work week per period.
- C. During the one hundred sixty-eight (168) hour work period, the above-referenced employees are required to complete a Time Activity Accountability Log. The Time Activity Accountability Log is to be submitted by the employee every Monday, and will cover the duties performed during the previous week worked.

### **18.04 CYA Field PA Workload**

(Please refer to Appendix Item #15.)



## ARTICLE XIX - CDC PAROLE AGENTS

### 19.01 CDC PA Safety Equipment and Procedures

- A. The Department shall provide or otherwise make available to PAs, necessary safety equipment. This equipment shall include handcuffs, chemical agents, and distinguishable clothing. At the individual PA'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. The State will provide each PA 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 PA 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.
- C. Each PA assigned a state-owned vehicle shall also be assigned the following standard emergency equipment: "mag" type flashlight with dead-man switch, first-aid kit, blanket, fire extinguisher, shooting trauma kit, reflectors, jumper cables, and CPR masks with a one-way valve.
- D. The safety equipment at each parole unit shall include two (2) full sets of restraint gear.
- E. Parolee Transportation (Ad Seg/SHU/PSU): The parties agree that two (2) or more Agents may be utilized when safety concerns or other circumstances are present. Disputes regarding the staffing ratios will be first discussed with the immediate supervisor for resolution. If the parties do not agree with the first level response, then the issue may be brought to the attention of the District Administrator for immediate response.

Adjustments will be made when possible to avoid having PAs transport the above-referenced parolee on weekends or holidays.

The Department of Corrections will develop a process that will advise the PA of any and all immediate health concerns regarding the parolee, so that appropriate safety measures can be implemented (i.e., TB, Hepatitis, Bloodborne Pathogens).

Mechanical restraints may be utilized by the PA, within departmental guidelines, for the transport of these parolees.

The PA will be provided a safe and secure full-size vehicle for this transport. The options available to the PA in obtaining the full-size vehicle include, but are not limited to, renting a vehicle, utilizing a caged car, and a pool car.

- F. Parolees with Infectious Diseases:

1. The State will make available to all PAs, departmentally-approved disposable protective clothing kit to be used as needed. The disposable protective clothing kit will include a fluid-resistant coverall, eye-shield/goggle, latex gloves, disposable paper mask, TB masks and any other protective equipment deemed appropriate by the Department.
  2. The Department will continue to provide PAs updated information regarding departmental policy and procedures and other information concerning the handling of infectious inmates and parolees.
  3. The Department will provide to each parole unit, and update as needed, a listing of the designated CDC Chief Medical Officers for each institution.
- G. The Department shall develop protocols for handling hazardous waste and adequately train each PA in the protocol. The State shall provide each PA with a portable hazardous waste disposable unit that would be carried in the PA's vehicle, or on the PA's person during searches. Additionally, each parole unit/complex, CCF/CCRC, shall have hazardous waste disposal "containers."
- H. The State shall provide each PA a "ready bag" suitable for storing the individually-assigned protective equipment. The State shall provide a gun locker and/or secured storage locker at the PA's worksite for agents who are not assigned home storage permits.
- I. The Department agrees, in principle, to the provision of a radio or cellular telephone to each PA. The Department shall provide 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 expeditiously and quickly bring on line all radios it purchases for PA 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.
- J. In order to meet the short-term and long-term communication needs of PAs, the State shall meet with CCPOA representatives on a quarterly basis to explore and identify the options for acquiring an integrated system of mobile communication devices and capabilities.

## **19.02 CDC PA Training**

- A. Each CDC PA hired before January 1, 1988, may elect to be a non-armed Agent. All Agents hired after January 1, 1988, shall be armed. Optionally and mandatorily armed agents shall carry either the departmentally issued weapon, or a personal, departmentally-approved semi-automatic pistol, and ammunition.
1. The departmentally-approved weapon will be a semi-automatic pistol.

2. Those Agents currently approved to carry the .38 caliber revolver, either departmentally-issued or personal departmentally-approved, will continue to do so until those Agents opt to carry the departmentally-issued semi-automatic pistol.
- B. An Agent wishing to carry a personal, departmentally-approved semi-automatic pistol, may do so only after successfully completing CPOST approved departmental instruction course. The Agent shall adhere to the rules, policies and directives of the Department in the use, wearing and maintenance of the weapon. Participation in this program is voluntary. Prior to participation the PA must sign the "Participation Agreement." (See Appendix Item #4)
  - C. This weapon may only be carried in properly designated holster(s) which have been approved by the Department.
  - D. The Agent shall attend the prescribed initial optional weapons 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.
    1. The Agent shall be allowed to drive his/her state vehicle to and from any range training, and be allowed to transport his/her personally-owned, departmentally-approved weapon.
    2. The Department shall provide the Agent departmentally-approved ammunition necessary to initially qualify on the optional weapon and for quarterly requalifications.
    3. The Agent shall carry only departmentally-issued ammunition for on-duty use of the weapon.
    4. PAs shall be allowed to use CDC ranges for off-duty practice with either the state-issued weapon, or the Agent's personal, departmentally-approved weapon.
  - E. Should the employee fail to qualify on the first attempt, the employee shall be provided an opportunity to requalify as soon as possible. Any PA who fails to achieve a qualifying score within the quarter will surrender the state-issued firearm to the Regional Parole Administrator or designee. If a PA, who as a condition of employment is issued a firearm, does not qualify within thirty (30) calendar days of the end of the calendar quarter in which he/she had failed, the PA shall be placed on leave without pay for no longer than sixty (60) calendar days until said PA qualifies. Failure to qualify during this period of time will result in the PA being separated from state service pursuant to Government Code Section 19585, or other applicable Government Code section(s). However, the employee shall receive at least seven (7) calendar days' written notice of separation from state service if personally served, and at least ten (10) calendar days' written notice, if served by mail.

### 19.03 CDC PA Work Week

- A. The work period for CDC PAs shall be one hundred sixty-eight (168) hours in a recurring twenty-eight (28) consecutive day period. The normal work schedule for CDC PAs shall be a five (5) day 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 day. The work week shall start on Monday and end on Sunday. PAs may elect the daily start and stop times, with the exception of the 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 day may include, at an employee's discretion, no meal break, or an optional one (1) hour, or one-half (½) hour meal break which shall occur approximately in the middle of the work day.

- B. Additionally, all Agents who carry parolee or inmate caseloads may schedule two (2) four-ten-forty (4/10/40) work weeks per work period.
- 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 PA shall submit a proposed work schedule to the supervisor for each month at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of the scheduled month for supervisory approval. The 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 PA in the performance of his/her duties and responsibilities. **This documentation shall be provided if requested by the employee.** If the PA does not submit a monthly work schedule, the supervisor will assign the work schedule.

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

- F. Recognizing the need for representatives from local enforcement agencies to contact PAs during non-scheduled work hours and days about parolee/inmates assigned to their supervision, PAs shall have their home telephone number on file with all local law enforcement agencies in the geographical area covered by the PA's assigned unit. A state contracted answering service will comply with the above needs.
- G. Should a PA need to respond in person to such calls, the Agent shall receive a minimum of four (4) hours call-back and shall be compensated in accordance with other provisions of this MOU.
- H. Travel Time:
  - 1. Office days: When a PA 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 PA leaves his/her home and travels to a field contact, hours of work shall start on the arrival of the Agent at the field contact location. If it takes longer to travel from the PA's home to the field contact location than the amount of time it takes the PA to travel from his/her home to the office, then the PA's work time shall start at the interval of time the PA usually uses to get to work.
  - 3. Emergencies or call-back: If the PA is requested to respond to an emergency or suffers any other work before arriving at the office, field contact location, or traveling for the period of time it usually takes to get to the office, the PA's work day shall start at the moment he/she suffers work.
  - 4. The Department shall enforce the thirty-five (35) mile resident limit for all new hires, and shall implement the thirty-five (35) mile rule for existing PAs as vacancies occur or new positions become available.
- I. 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 PA function. Such circumstances may include specific geographical areas, particular case dynamics, or documented threats to a PA. Approval will not be unreasonably denied. Any denials can be appealed as Health and Safety grievances per Article VI of this MOU.
- J. The Department shall attempt to provide reasonable advance notice of scheduled mandatory training.

#### **19.04 CDC PA Reentry Standby**

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

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

- B. Any time a PA 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 PA Caseload Audits**

- A. PAs 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 PA 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 PA is performing to expectations or higher.

- B. Grievances under this section may be grieved according to Article VI of this MOU but shall only be arbitrable under the mini-arb process described in Section 6.13.

#### **19.06 CDC PA Workload**

- A. All PAs 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 PAs 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.

- C. 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-arb 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.
- D. 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).
- E. The PA II, Assistant Unit Supervisor, will be assigned three-fourths ( $\frac{3}{4}$ ) of a standard Agent workload, regardless of supervision classification.
- F. 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.
- G. 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 toward front-end funding of this project in the Legislative 1998/1999 budget year.
- H. This section expires on June 30, 2000.

(See Sideletter #5)

#### **19.07 CDC PA's Use of State Vehicles**

Assigned state vehicles for home storage for all CDC PAs 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 shall be subject to local agreements in each parole region and the Community Correctional Facilities Program.

- A. State vehicles may be made available for those parole staff at their work locations for use during the scheduled work day. A parole staff person, with prior supervisory approval, may be permitted temporary overnight home storage of a state vehicle based on workload or operational needs.
- B. PAs, with prior supervisory approval, may be authorized to use their private vehicle and be reimbursed for mileage.
- C. Specially funded programs which provide state vehicles for PAs I and II are excluded from this provision.

## **ARTICLE XX - CORRECTIONAL COUNSELORS I**

### **20.01 Correctional Counselor Work Hours**

- A. The normal work schedule for Correctional Counselors shall be either a four (4) day or five (5) day work week, Monday through Friday up to a maximum of twelve (12) hours per day. The Counselor may deviate from the normal work days or hours with prior supervisory approval.
- B. Each Correctional Counselor shall submit a work schedule to the supervisor for each work period at least seven (7) calendar days, but no more than fourteen (14) calendar days, prior to the beginning of each work period. Schedules must reflect a total of one hundred sixty-eight (168) hours for the twenty-eight (28) day work period. In submitting his/her schedule for supervisory approval, each Correctional Counselor will propose whether or not he/she will take a lunch break during the period of time which is covered by that schedule. The supervisor shall approve the work schedule at least three (3) days prior to the scheduled work period, provided it meets the Correctional Counselor's duties, responsibilities and institutional need, and the definition of a normal work schedule as identified in paragraph A. above. If a requested work schedule is denied, the reasons for the denial will be given to the employee in writing upon request. If the Counselor does not submit a 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 day prior notice for this temporary change.
- E. Employee-requested changes in the work schedule will require supervisory approval.



## **20.02 Correctional Counselor Workload**

- A. CDC 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 ducaat 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, which shall only be composed of an equal number of voting members of management and CCPOA 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 by April 2000. Upon completion of the study the parties agree to Meet and Confer over the impact in accordance with Section 27.01.

## **21.02 MTA (CDC) Training Program**

- A. **MTA Minimum Qualifications:**
  - 1. CDC may recruit prospective MTAs 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 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. 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.
- B. All present and future MTAs in CDC will be afforded an opportunity to receive I.V. Therapy Certification training, on a voluntary basis. MTAs in CDC may accomplish the I.V. Therapy Certification on Official Business time or Continuing Education time.
- C. Any MTA who fails to obtain the 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.

## **21.03 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.

#### **21.04 MTA (DMH) Program**

- A. **MTA Minimum Qualifications:**
  - 1. DMH may recruit prospective MTAs while they are attending LVN/RN, or Psychiatric Technician (PT) school, or have graduated from such a school or course, provided that the prospective MTA successfully obtains an LVN/RN/PT license and 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. 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 PT training during normal work hours. (To the extent this is not possible, the training will be afforded during the off-duty time of the MTA apprentices. Off-duty training afforded to MTA apprentices will be on their own time without pay.)
- D. DMH agrees to assist in adjusting work schedules for MTA apprentices in order to accommodate any "related and supplemental" training requirements.

#### **21.05 MTA (CYA) Program**

- A. **MTA Minimum Qualifications:**
  - 1. CYA may recruit prospective MTAs while they are attending LVN/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. 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/RN license. If they obtain the LVN/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.
- 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.
    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.
  - E. Implementation: The RN training course will commence as soon as economically feasible after January 1, 1998.
  - F. If CYA establishes CTCs, CCPOA and CYA agree to re-open this section of the MOU in accordance with Section 27.01.

#### **21.06 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 PT license. Once an MTA has obtained a PT 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. 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.

**21.07 MTA Shift Assignments/Regular Days Off Preference Assignment by Seniority (Watch Preference): CDC/DMH**

- A. Shift Assignments by Seniority (Watch Preference):
1. There shall be sixty percent (60%) of the MTA shift assignments (watch preference) in CDC and DMH, allotted according to seniority at each institution having twenty-five (25) or more MTA positions.
  2. The word "assignment" as used in this section is synonymous with that of "position."
- B. Regular Days Off (RDOs) Preference Assignment by Seniority/CDC/DMH.
1. OPERATIONAL PROCEDURE  
Watch Assignment Weekend Regular Days Off Preference by Seniority:  
CDC/DMH
  2. PURPOSE AND OBJECTIVES

This procedure outlines CDC and DMH purpose, goals and objections in the selection of watch assignments and Preferred Weekend RDOs (Friday/Saturday, Saturday/Sunday, Sunday/Monday) based on MTA's 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. RESPONSIBILITY

- a. The Appointing Authority shall have overall responsibility for the implementation and maintenance of this procedure.
- b. The Appointing Authority or the Appointing Authority's designee will ensure compliance through the Senior MTA (Senior MTA).

4. 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 MTA shift assignments (watch preference) allotted on each watch according to seniority at each institution, having twenty-five (25) or more MTA positions, excluding the following:
  - (a) Sick leave relief positions;
  - (b) Vacation relief pool.
- (2) For the purpose of determining assignments on each watch, those institutions comprised of multi-facilities will be considered as one entity.
- (3) Management retains the right to determine individual assignments.
- (4) Failure to submit a watch preference bid shall preclude the employee from participating in the Preferred Weekend RDO Program.
- (5) Participation in the Preferred Weekend RDO Program is voluntary.

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

- (1) Preferred Weekend RDO 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:
  - (a) Bid Period: A one (1) year time frame commencing with the annual RDO bid process.

- (b) 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; and (6) headquarters division.
  - (c) 60/40 Split: There shall be sixty percent (60%) of the MTA Preferred Weekend RDOs (Friday/Saturday, Saturday/Sunday, Sunday/Monday), assigned on each watch at each institution having twenty-five (25) or more MTA positions, based on seniority.
- (3) The assignment of an employee to a specific post with weekend RDOs will continue to be at management's discretion.
  - (4) An employee assigned a Preferred Weekend RDO shall remain in the assigned RDO until the next open bid period.

c. 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:
  - (a) Must be a permanent full-time MTA; apprentices are excluded.
  - (b) 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.
  - (c) Employees who laterally transfer on or before November 1 will be permitted to participate in the bid process.

- (d) 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. 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 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.

- (e) 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.

- (f) An otherwise eligible employee absent from the worksite during the bid process for such reasons as NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the RDO bid process. Employees who are successful in obtaining a Preferred Weekend 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 temporally 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.

d. **IMPLEMENTATION**

- (1) Initial implementation for calendar year 2000 will be in accordance with the following timetables.



- (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 Senior MTA shall post an updated MTA 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 Senior MTA 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.
- (3) 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.4.f.) The final RDO assignment will be published via the personnel movement sheet in January of each year.
- (4) An employee may voluntarily withdraw from participation in the Watch and Preferred Weekend RDO Program by submitting a written request to the Senior MTA. The employee who withdraws from RDO program participation will be assigned RDOs at management's discretion.
- (5) 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.
- (6) 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 Preferred Weekend RDO positions until the next open bid period.
- (7) A waiting list will be established with those employees who have been removed from a Preferred Weekend 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 21.07 B.4.f.
- (8) Employees who laterally transfer after November 1 will be precluded from the RDO bid process until the next open bid period.

- (9) 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.
- (10) 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/MTA Chief Job Steward. 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 Weekend RDO program. The identification of the specific assignment within the sixty percent (60%) will continue to be determined at management's discretion.
- (11) RDOs of the designated weekend day RDO preference assignment positions will not normally be realigned once the assignments have been made. If 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.

e. 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.
  - (a) 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.
  - (b) 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.
  - (c) An employee exceeding the one hundred twenty (120) calendar day limit for any other reason will be assigned commensurate with his/her watch preference.

- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) Management retains the discretion to place the MTA Chief Job Steward in an assignment on second watch with Saturday/Sunday RDOs unless the MTA Chief Job Steward specifically requests alternate days off. The MTA 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 MTA 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.

f. **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.

## **ARTICLE XXII - CYA INSTITUTIONAL PAROLE AGENTS/CASEWORK SPECIALISTS**

### **22.01 CYA IPA and Casework Specialist Work Hours**

- A. The normal work schedule for Institutional Parole Agent (IPA) and Casework Specialist shall be one hundred sixty-eight (168) hours in a twenty-eight (28) day work period. Normally the work period schedule will reflect a four (4) or five (5) day work sequence with traditional weekend days as RDOs. Each IPA and Casework Specialist shall submit to the supervisor for approval a monthly work period schedule, seven (7) work days prior to the beginning of each work period. 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 work period schedule, the supervisor shall schedule his/her work hours. The schedule shall reflect those hours of work needed to provide the necessary level of service for such concerns as classification, 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 - TRANSPORTATION UNITS**

### **23.01 CYA YCO Transportation Unit Lunch Period**

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

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

## **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. 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 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. YCC casework will be prioritized at all institutions and camps operated by 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
    - b. Case Reports
      - (1) M-Case Reports where applicable
        - (a) File Maintenance
        - (b) Counseling Chrono
        - (c) File Review
        - (d) Behavior Reports
        - (e) Program Credits
      - (2) YOPB Board Reports
      - (3) Annual Reports
        - (a) File Maintenance (Unit)
        - (b) Counseling Chrono
        - (c) File Review
        - (d) Behavior Reports
        - (e) Program Credits

- (4) Parole Planning
  - (5) Transfer Summaries
  - (6) ICC Report
    - (a) ICC Forms
  - (7) Special Contracts/Reports (option by institution)
  - (8) Design for Living Requirements where applicable
  - c. 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
  - d. Case Conference Meeting
    - Case Conference Staff Feedback Form
  - e. WEPD
  - f. Camp Eligibility
  - g. 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.
- C. 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 CYA program, casework will be considered part of the CYA's educational and rehabilitative program.

The Program Manager will monitor all hold-backs or callbacks 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**

CYA 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 YCO(s) do/does not count as a post and SYCCs, absent regular day off relief, are considered in post.

- A. CYA agrees that open dorms shall be staffed in the following manner:

<b>POPULATION</b>	<b>OPEN DORM LIVING UNITS</b>
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. CYA agrees that housing units containing individual rooms shall be staffed in the following manner:



<b>POPULATION</b>	<b>SINGLE ROOM LIVING UNITS</b>
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, CYA agrees to place wards on living units in a manner which maximizes YCC posting patterns. It is not the intent of the Department to contravene A. and B. above. CYA will not use "sleepers," "wards in transition," "contract wards" or any other device to artificially lower the population on any living unit. When CYA lists a ward on a living unit roster, that ward is on the living unit population for purposes of YCC 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., CYA will add an additional YCC Post to the relevant unit.
- D. CYA 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 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, CYA 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. CYA 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, YCC caseload assignments and PIE scheduling. (See Appendix Item #12)

**24.05 Post and Bid by Seniority for YCCs**

- A. There shall be seventy percent (70%) of the YCC assignments in CYA allotted according to seniority. Once a YCC 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.

CYA 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 or the Chief Job Steward may use "super seniority" to bid upon any available post. In the event the Chief Job Steward uses "super seniority" to bid upon an available post, the second watch assignment with Saturdays and Sundays off held vacant will revert to conditional bid.
- D. 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.
- F. No later than January 1, 2000, all facilities will have completed the post and bid implementation process for YCCs.

#### **24.06 YCC Voluntary Demotion**

YCCs shall be able to apply for vacant YCO positions within their institution/facility consistent with the seniority provisions contained in this MOU. Demotion to YCO shall be effective on the date the YCC is awarded the YCO post.

#### **24.07 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 YCCs**

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

#### **24.09 Post Assignment by Seniority for YCOs**

- A. There shall be seventy percent (70%) of the 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.

CYA 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 or the Chief Job Steward may use "super seniority" to bid upon any available post. In the event the Chief Job Steward uses "super seniority" to bid upon an available post, the second watch assignment with Saturdays and Sundays off held vacant will revert to conditional bid.

- D. In the event the employer has a legitimate reason to change a seniority bid, the following will occur:
  - 1. The local Chief Job Steward and the impacted employee must be notified in writing prior to the change as to the specific reasons for the change.
  - 2. The impacted employee may either: (a) remain in the position, (b) bid to a vacant seniority bid position, or (c) request placement and be placed in a management position with the same RDOs and substantially similar start and stop times as the employee's original bid position. In this latter case, the employee may not remain in the management position longer than twelve (12) months without prior management approval.
- E. No later than January 1, 2000, all facilities will have completed the post and bid implementation process for YCOs.

#### **24.10 Ward Medication**

- A. CYA agrees to pursue funding to eliminate all direct or indirect dispensing of medication by YCOs or YCCs.
- 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. CYA/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.

### **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 CDC 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 two thousand (2,000) hours in any calendar year.

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

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.
- C. Availability to Work
1. Except in camp settings, PIEs must be available to work all available shifts.
  2. PIEs may be assigned regular days off, to a specific watch or area, except by local agreement or when an institutional need arises.
  3. In 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.
  - 8. Only three (3) waivers in a twelve (12) month period are permitted. The fourth waiver to accept a work assignment within a twelve (12) month period may result in non-punitive termination proceedings.
- D. Nonavailability
  - 1. Upon request, the Appointing Authority may grant a PIE a period of nonavailability not to exceed twelve (12) months during which the employee shall not be charged with a waiver. Nonavailability may be granted based on the employee's enrollment in an educational program or hardship based on a documented family health care problem.
  - 2. Approved nonavailability status may impact the hours of work available to the employee.
  - 3. The period of nonavailability may be revoked based on operational needs.
  - 4. An employee on nonavailability status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. The Appointing Authority or designee may grant a PIE limited availability.
- F. A PIE earns one (1) "qualifying pay period" for every one hundred sixty (160) hours of paid employment in a monthly pay period or accumulated pay periods. The hours of paid employment in excess of one hundred sixty (160) hours in a monthly pay period shall not be counted or accumulated. When an employee has a break in service or changes to full-time, any combination of time worked which does not equal one (1) qualifying pay period of full-time service shall not be counted or accumulated.
- G. Retirement
 

A PIE qualifies for retirement membership after working one thousand (1,000) hours in a fiscal year (July 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.
- H. Each department will establish a date by which its PIEs shall receive their regular pay.
- I. All remaining conditions of employment that relate to the employee shall be administered in accordance with applicable rules and regulations, unless modified by this MOU.
- J. Change in Time Base to Full-Time

1. To be considered for a change in time base, the PIE must:
    - a. Be eligible for a change in time base pursuant to SPB Rule 277, or be reachable on the CO eligibility list; **and**
    - b. Have a satisfactory performance evaluation for the prior six (6) month period or term of service, whichever is shortest. Satisfactory performance is an overall average of standard or above on the employee's most recent performance evaluation.
  2. Once eligibility is determined, appointments to full-time positions will be made in accordance with Bargaining Unit 6 Institutional Seniority. Tie breakers shall be made in the following order:
    - a. Total Bargaining Unit 6 Seniority;
    - b. Score on CO Eligibility List;
    - c. Last four digits of the Social Security Number (ascending order).
- K. The number of PIEs in the classification of CO at each institution in CDC as a general rule, will not exceed twelve percent (12%) of the institutions' budgetarily-authorized CO position count. The cap may be exceeded, upon discussion with the local CCPOA Chapter President due to the following:
1. Change in status is requested by employee in writing and approved by the Appointing Authority to go from Permanent Full-Time to Permanent Intermittent.
  2. When a PIE has requested in writing and has been approved by the Appointing Authority to work less than the full number of hours available to all PIEs at the institution. This exception applies when the employee works less than one hundred (100) hours.
  3. Where the institution is authorized to conduct an activity or program and has been funded for said activity or program in lieu of PYs. In most instances this would be a temporary situation pending submittal and approval of a Budget Change Proposal.
  4. Assignment of PIEs from the Academy when: (a) the PIE was not requested by the Appointing Authority, or (b) the PIE was requested but the need for the PIE no longer exists.
  5. Where a deactivation has occurred resulting in an overage of Permanent Full-Time Employees.
  6. A PIE who has declined an offer of full-time employment may not be included as an exception as it applies to K. 1., and K. 4., above.

No PIE shall be subject to an involuntary transfer or layoff as a result of implementation of this section.

Where the cap has been exceeded and the reason for it no longer exists, the institution will meet with the local CCPOA Chapter President to discuss a plan to return to the authorized level.

Disputes concerning this section shall first be brought to the attention of the Warden or designee within ten (10) calendar days of having knowledge of the alleged violation. After a face-to-face meeting with the Warden, the Warden will respond to the local Chapter President within ten (10) calendar days.

If not satisfied with the Warden's response, the matter may be appealed to the Regional Administrator within five (5) calendar days of receipt of the response. The Regional Administrator shall review all appeals at a monthly meeting, if requested by the Union. Otherwise the Regional Administrator shall respond to the Union within ten (10) calendar days of receipt of the appeal.

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

The established timelines may be extended by mutual agreement of the parties.

Any modification of the statewide cap in this section is subject to the notification process in accordance with Section 27.01, Entire Agreement.

## **26.02 Minimum Work Time for Intermittent Employees**

- A. When an intermittent employee is offered an assignment of less than four (4) hours, the employee may decline the assignment without the refusal being counted as a waiver under Section 26.01. Employees declining an assignment shall maintain their position on the hire list.
- B. Anytime an intermittent is ordered to work, the employee shall be credited with a minimum of four (4) hours of work. For the purposes of this section, "ordered to work" is defined as any offer of work that, if declined, would constitute a waiver under Section 26.01 of the MOU.

## **ARTICLE XXVII - APPLICATION AND DURATION**

### **27.01 Entire Agreement**

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein and any other prior or existing understandings or agreements by the parties, whether formal or informal regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its rights to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.  
  
With respect to other matters within scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsection B. below.
- B. The parties agree that the provisions of this subsection shall apply only to matters which are not covered in this Agreement.



The parties recognize that during the term of this Agreement, it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CCPOA of the proposed change thirty (30) days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 6 where all three (3) of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 6;
2. Where the subject matter of the change is within scope of representation pursuant to the Ralph C. Dills Act; and
3. Where CCPOA requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. If the parties are in disagreement as to whether a proposed change is subject to this subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Ralph C. Dills Act.

Unless otherwise provided herein, or unless changed by mutual agreement, there shall be no diminution of existing wage rates and substantial monetary employee benefits during the term of this Agreement. Provided, however, the parties agree to Meet and Confer over alternatives to layoff and/or other unforeseen economic crises.

#### **27.02 Application of Agreement**

Consistent with the Preamble to this Agreement, it is mutually agreed by both parties that all agreements reached in this MOU shall not be arbitrarily, capriciously, discriminatorily or unreasonably applied or denied.

#### **27.03 Term**

- A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect on July 1, 1999, and shall remain in full force and effect through and including July 2, 2001.
- B. The Union reserves the right to reopen negotiations after March 1, 2001.

## APPENDIX

### APPENDIX ITEM #1 — Addendum To 6.07 B.

SUPERVISOR'S INFORMAL GRIEVANCE WORKSHEET	
Grievance Log No.:	
Date Received:	
Date Discussed With Employee:	
Date Copy Given to Employee:	
<b>THE FOLLOWING TO BE COMPLETED BY THE EMPLOYEE:</b>	
Employee's Name:	
Institution/Facility:	
Grievance Issue (Summarize):	
Grievance Remedy Requested:	
<b>THE FOLLOWING TO BE COMPLETED BY THE SUPERVISOR:</b>	
(Check one and describe)	
<input type="checkbox"/> A. I have been able to resolve this matter by taking the following action:	
<input type="checkbox"/> B. I have been able to partially resolve this matter by taking the following action:	
<input type="checkbox"/> C. I have been unable to resolve this matter due to the following reasons:	
Supervisor's Name:	Date:

#### PROCESSING INSTRUCTIONS:

If the grievance is resolved, no written documentation is necessary. If the grievance is not resolved, the supervisor must complete this worksheet and give a copy to the employee within seven (7) calendar days.

Please attach supporting documentation if necessary.

**APPENDIX ITEM #2 — Addendum To Section 6.08 C.**

**MASTER LIST OF INSTITUTIONS FOR NUMBERING OF GRIEVANCES**

Upon the filing of the written grievance, the institution shall assign the grievance a number in the following fashion: The year (e.g., 92 for the year 1992) - a letter symbolizing the appropriate CCPOA office (e.g., Avenal would assign a "C" for CCPOA's Central Office in Fresno) - the institution or parole region by number (see the attached number assignments) - and the number of the grievance at that institution in order of filing (e.g., the first grievance filed at that institution would be assigned #1, the second grievance filed at that institution would be assigned #2). For example, the first written grievance filed at Avenal State Prison in 1992 would be assigned the following number: 92-C-1-1. This same number shall follow the grievance throughout the grievance and arbitration process.

CDC:

#1	AVENAL
#2	CCC
#3	CCI
#4	CCWF (Madera)
#5	VSPW
#6	CIM (Chino)
#7	CIW
#8	CMC
#9	CMF
#10	CRC
#11	CTF (Soledad)
#12	CVSP
#13	CENTINELA
#14	CALIPATRIA
#15	PVSP
#16	CORCORAN
#17	DVI
#18	NKSP
#19	FOLSOM
#20	LA-1
#21	LANCASTER
#22	MTA
#23	MULE CREEK
#24	NCWF
#25	PATTON

#26	PELICAN BAY
#27	ROCK MOUNTAIN
#28	SCC
#29	SAN QUENTIN
#30	SOLANO
#31	WASCO
#32	IRONWOOD
#33	RICHARD A. McGEE CORRECTIONAL TRAINING CENTER
#34	HDSP
#35	SACRAMENTO
#36	SALINAS VALLEY
#37	SATF (CORCORAN II)

PAROLES/CDC:

#40	REGION I
#41	REGION II
#42	REGION III
#43	REGION IV
#44	PA ACADEMY

CYA:

#50	NACYCF* (CHAD)
#51	DWNYCF* (DEWITT NELSON)
#52	KHYCDATF* (KARL HOLTON)
#53	FCNYCF (FRED C. NELLES)
#54	NYCRCC (NRCC)
#55	OHCF* (O.H. CLOSE)
#56	EPdRYCF (PASO ROBLES)
#57	PYCF (PRESTON)
#58	SYCRCC (SRCC)
#59	VYCF (VENTURA)
#60	HGSYCF (YTS)
#61	YATC

\* Represents NCYCC (NCYC) Complex

CYA FIELD PAROLES:

#71	NORTHERN REGION
#72	SOUTHERN REGION

CAMPS:

#73 CDC CAMPS  
#74 CYA CAMPS

MISCELLANEOUS:

#75 YOPB  
#76 BOARD OF PRISON

TERMS

#77 DMH  
#78 CCPOA (STATEWIDE)

HUB:

#79 NORTHERN REGION  
#80 CENTRAL REGION  
#81 SOUTHERN REGION  
#82 CYA CENTRAL OFFICE  
#83 CDC CENTRAL OFFICE

N CCPOA NORTHERN OFFICE  
C CCPOA CENTRAL OFFICE  
S CCPOA SOUTHERN OFFICE

### **APPENDIX ITEM #3 — Addendum To Section 9.13 C.4.**

#### NIDA Privacy Guidelines:

1. Procedures for collecting urine specimens shall allow individual privacy unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided, as further described in this paragraph.
2. For purposes of this part, the following circumstances are the exclusive grounds constituting a reason to believe that the individual may alter or substitute the specimen:
  - i) The employee has presented a urine specimen that falls outside the normal temperature range (32.5-37.7°C/90.5°-99.8°F), and
    - (A) The employee declines to provide a measurement of oral body temperature, as provided in paragraph (f)(14) of the part; or
    - (B) Oral body temperature varies by more than 1°C/1.8°F from the temperature of the specimen.
  - ii) The last urine specimen provided by the employee (i.e., on a previous occasion) was determined by the laboratory to have a specific gravity of less than 1.003 and a creatinine concentration below .2g/L.
  - iii) The collection site person observes conduct clearly and unequivocally indicating an attempt to substitute or adulterate the sample (e.g., substitute urine in plain view, blue dye in specimen presented, etc.); or
  - iv) The employee has previously been determined to have used a controlled substance without medical authorization and the particular test was being conducted under a DOT agency regulation providing for follow-up testing upon or after return to service.

**APPENDIX ITEM #4 — Addendum To Section 19.02 B.**  
**CDC**  
**PARTICIPATION AGREEMENT**  
**SEMI-AUTOMATIC PISTOL PROGRAM**

I, the undersigned, do hereby acknowledge that I have read and agree to abide by the following conditions pertaining to my participation in the Semi-Automatic Pistol Program:

1. I understand that participation in the Program is voluntary.

\_\_\_\_\_ Agent's Initials

2. I understand that I will not be authorized to carry the personally-owned semi-automatic pistol on duty until I have successfully completed instruction provided by the Department and I have qualified on the firing range.

\_\_\_\_\_ Agent's Initials

3. I agree that if I choose to carry the personally-owned semi-automatic pistol, I will do so only as demonstrated during the approved instruction course, only in a properly designated holster which has been approved by the Department and which is securely affixed to my person.

\_\_\_\_\_ Agent's Initials

4. I understand that I will be allowed to participate in the Program with the personally-owned semi-automatic pistol so long as the pistol has a de-cock lever/safety lever and is double action on the first shot.

\_\_\_\_\_ Agent's Initials

5. I agree to register with the Department (all) the personally-owned semi-automatic pistols I intend to utilize under this Program prior to my participation in the Program.

\_\_\_\_\_ Agent's Initials

6. I agree to permit the Department to inspect my personally-owned semi-automatic pistol prior to having the weapon repaired or modified and further agree to have the weapon reinspected by the Department after said repair or modifications.

\_\_\_\_\_ Agent's Initials

7. I agree to permit the Department to inspect my weapon on the range prior to each qualification or more frequently if the Range Master/supervisor deems it necessary. This may include temporary relinquishment of the weapon to the Department for further inspection, at the Department's option.

\_\_\_\_\_ Agent's Initials

8. I agree to carry only that ammunition authorized by the Department while participating in this Program.

\_\_\_\_\_ Agent's Initials

9. I understand that I will be required to maintain a qualifying score during quarterly qualifications with the personally-owned semi-automatic pistol throughout the period of time of my participating in this Program.

\_\_\_\_\_ Agent's Initials

10. I agree to abide by all safety standards developed by the Department relating to the use of the personally-owned semi-automatic pistol and all other related departmental firearms policies.

\_\_\_\_\_ Agent's Initials

11. I agree to complete any and all questionnaires submitted to me regarding the personally-owned semi-automatic pistol during my participation in the Program.

\_\_\_\_\_ Agent's Initials

12. I understand that at the conclusion of my participation in this Program or upon my no longer being a PA, neither the State nor the Department will be under any obligation to reimburse me for any expenses incurred during the course of the Program.

\_\_\_\_\_ Agent's Initials



13. I understand that I must purchase, at my own expense, the firearm, two (2) additional ammunition magazines (if a semi-automatic pistol is used), a departmentally-approved holster and ammunition pouches necessary for participation in this Program. I further agree to maintain the weapon according to factory specifications and that the weapon is not to be modified or altered in any manner except for specialized grips or grip adapters or changes necessary for left-handed shooters.

\_\_\_\_\_ Agent's Initials

14. I understand that failure to conform to the conditions outlined herein will result in my removal from the Program and could result in disciplinary action.

\_\_\_\_\_ Agent's Initials

15. I understand that by signing this document I am agreeing to hold the State harmless against any claims made of any nature and against any suit initiated against the State arising from my off-duty use of said weapon.

\_\_\_\_\_ Agent's Initials

16. I understand that, under California Penal Code, Section 830.5, the Director or his designee may deny or revoke, for good cause, my right to carry a firearm off-duty.

\_\_\_\_\_ Agent's Initials

Supervisor Reviewing		Date:
NAME (Last)	(First)	(MI)
Badge #:	Parole Region:	
Signature		Date

Weapon Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

Weapon Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

Weapon Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

**APPENDIX ITEM #5 — Addendum To Section 18.01**

**CYA**

**PARTICIPATION AGREEMENT  
9mm SEMI-AUTOMATIC PISTOL PROGRAM  
& .38 CALIBER REVOLVER PROGRAM**

I, the undersigned, do hereby acknowledge that I have read and agree to abide by the following conditions pertaining to my participation in the 9mm Semi-Automatic Pistol Program or .38 Caliber Revolver Program:

1. I understand that participation in the Program is voluntary.

\_\_\_\_\_Agent's Initials

2. I understand that I will not be authorized to carry the personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver on duty until I have successfully completed instruction provided by the Department and I have qualified on the firing range.

\_\_\_\_\_Agent's Initials

3. I agree that if I choose to carry the personally-owned 9mm semi-automatic pistol or the personally-owned .38 caliber revolver, I will do so only as demonstrated during the approved instruction course, only in a properly designated holster which has been approved by the Department and which is securely affixed to my person.

\_\_\_\_\_Agent's Initials

4 a. I understand that I will be allowed to participate in the Program with the personally-owned 9mm semi-automatic pistol so long as the pistol has a de-cock lever/safety lever and is double action on the first shot.

\_\_\_\_\_Agent's Initials

4 b. I understand that I will be allowed to participate in the Program with the personally-owned .38 caliber revolver listed below.

\_\_\_\_\_Agent's Initials

**SMITH & WESSON MODELS 60 OR 64  
(NON-UNIFORMED, ON-DUTY)**

5. I agree to register with the Department (all) the personally-owned 9mm semi-automatic pistols and personally-owned .38 caliber revolvers I intend to utilize under this Program prior to my participation in the Program.

\_\_\_\_\_Agent's Initials

6. I agree to permit the Department to inspect my personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver prior to having the weapon repaired or modified and further agree to have the weapon reinspected by the Department after said repair or modifications.

\_\_\_\_\_Agent's Initials

7. I agree to permit the Department to inspect my weapon on the range prior to each qualification or more frequently if the Range Master/supervisor deems it necessary. This may include temporary relinquishment of the weapon to the Department for further inspection at the Department's option.

\_\_\_\_\_Agent's Initials

8. I agree to carry only that ammunition authorized by the Department while participating in this Program.

\_\_\_\_\_Agent's Initials

9. I understand that I will be required to maintain a qualifying score during quarterly qualifications with the personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver, throughout the period of time of my participating in this Program.

\_\_\_\_\_Agent's Initials

10. I agree to abide by all safety standards developed by the Department relating to the use of the personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver, and all other related departmental firearms policies.

\_\_\_\_\_Agent's Initials

11. I agree to complete any and all questionnaires submitted to me regarding the personally-owned 9mm semi-automatic pistol or personally-owned .38 caliber revolver, during my participation in the Program.

\_\_\_\_\_Agent's Initials

12. I understand that at the conclusion of my participation in this Program or upon my no longer being a PA, neither the State nor the Department will be under any obligation to reimburse me for any expenses incurred during the course of the Program.

\_\_\_\_\_Agent's Initials

13. I understand that I must purchase, at my own expense, the firearm, two (2) additional ammunition magazines (if a 9mm, semi-automatic pistol is used), a departmentally-approved holster and ammunition pouches necessary for participation in this Program. I further agree to maintain the weapon according to factory specifications and that the weapon is not to be modified or altered in any manner except for specialized grips or grip adapters or changes necessary for left-handed shooters.

\_\_\_\_\_Agent's Initials

14. I understand that failure to conform to the conditions outlined herein will result in my removal from the Program and could result in disciplinary action.

\_\_\_\_\_Agent's Initials

15. I understand that by signing this document I am agreeing to hold the State harmless against any claims made of any nature and against any suit initiated against the State arising from my off-duty use of said weapon.

\_\_\_\_\_Agent's Initials

16. I understand that, under California Penal Code, Section 830.5, the Director or his designee may deny or revoke, for good cause, my right to carry a firearm off- duty.

\_\_\_\_\_Agent's Initials

Supervisor Reviewing		Date:
NAME (Last)	(First)	(MI)

Badge #:	Parole Region:
Signature	Date

Weapon Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

Weapon Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

Weapon Model: \_\_\_\_\_ Serial #: \_\_\_\_\_

**APPENDIX ITEM #6 — Addendum To Section 9.13**

**DPA RULES/TITLE 2, ARTICLE 29**

**Article 29, Substance Abuse**

**599.960. General Policy**

- (a) It is the purpose of this Article to help ensure that the State workplace is free from the effects of drug and alcohol abuse. These provisions shall be in addition to and shall not be construed as a required prerequisite to or as replacing, limiting or setting standards for any other types of provisions available under law to serve this purpose, including employee assistance, adverse action and medical examination.
- (b) Consistent with Government Code Section 19572 and Governor's Executive Order D-58-86, no state employee who is on duty or on standby for duty shall:
  - 1. Use, possess, or be under the influence of illegal or unauthorized drugs or other illegal mind-altering substances; or
  - 2. Use or be under the influence of alcohol to any extent that would impede the employee's ability to perform his or her duties safely and effectively.
- (c) Employees serving in sensitive positions shall be subject to drug and alcohol testing, hereinafter referred to as substance testing, as provided in this Article when there is reasonable suspicion that the employee has violated subsection (b). In addition, when such an employee has already been found in violation of subsection (b) through the adverse action or medical examination processes under the Civil Service Act (Government Code Section 19253.5; Government Code Sections 19570-19593), as a result of substance testing under this article, or by the employee's own admission, the employee may be required to submit to periodic substance testing as a condition of remaining in or returning to State employment. Unless otherwise provided in the settlement of an adverse action the period for this testing shall not exceed one (1) year.
- (d) No employee shall perform duties which, because of drugs taken under a legal prescription, the employee cannot perform without posing a threat to the health or safety of the employee or others. Employees whose job performance is so restricted may be subject to reassignment, medical examination or other actions specified by applicable statutes and regulations.

*NOTE: Authority cited: Sections 19815.4(d), 19816 and 19820, Government Code. Reference: Section 19261, Government Code.*

*HISTORY: 1. New section filed 9-7-88; operative 10-7-88 (Register 88, No. 38)*

**599.961. Sensitive Positions.**

- (a) For the purposes of this Article, sensitive positions are Peace Officer positions, as defined by Section 830 of the Penal Code, and other positions in which drug or alcohol affected performance could clearly endanger the health and safety of others. These other positions have the following general characteristics:
  - 1. Their duties involve a greater than normal level of trust, responsibility for or impact on the health and safety of others; and
  - 2. Errors in judgment, inattentiveness or diminished coordination, dexterity or composure while performing their duties could clearly result in mistakes that would endanger the health and safety of others; and
  - 3. Employees in these positions work with such independence, or, perform such tasks that it cannot be safely assumed that mistakes such as those described in 2. could be prevented by a supervisor or another employee.
- (b) Filled positions shall be identified as sensitive through the following process:
  - 1. Subject to DPA approval, each Appointing Authority shall identify the positions under his/her jurisdiction that meet the standards in (a).
  - 2. The employees serving in the identified positions and, where applicable, their union representatives, shall receive an initial notice that the position has been identified as sensitive and shall be given thirty (30) days to respond.
  - 3. After considering responses to the initial notice and meeting with employee representatives as required by the Ralph C. Dills Act (Government Code Sections 3512-3524), DPA shall issue a final notice to the employees serving in the positions that have been identified as sensitive. This notice shall include a description of the provisions of this Article. Existing practices in this area shall not change for any position until sixty (60) days after the final notice concerning it is issued.
- (c) Vacant positions shall be identified as sensitive through the procedures specified in (b), including those procedures involving employee organizations, except that the employee notification provisions as stated in (b)2. and (b)3. shall not apply.
- (d) Once a position has been designated sensitive, the Appointing Authority shall take measures to reasonably and likely ensure that future appointees to it are aware that it is sensitive and are informed of the provisions of this Article.

*NOTE: Authority cited: Sections 19815.4(d), 19816 and 19820, Government Code. Reference: Section 19261. Government Code.*

*HISTORY: 1. New section filed 9-7-88; operative 10-7-88 (Register 88, No. 38).*

**599.962. Reasonable Suspicion.**

- (a) Reasonable suspicion is the good faith belief based on specific articulable facts or evidence that an employee may have violated the policy prescribed in section 599.960(b) and that substance testing could reveal evidence related to that violation.

- (b) For the purposes of this Article, reasonable suspicion will exist only after the Appointing Authority or his/her designee has considered the facts and/or evidence in the particular case and agrees that they constitute a finding of reasonable suspicion. A designee shall be an individual other than the suspected employee's immediate supervisor and other than the person who made the initial observation leading to the question of reasonable suspicion. The designee shall be a person who is authorized to act for the Appointing Authority in carrying out this Article and who is thoroughly familiar with its provisions and procedures.
- (c) After it has been confirmed by the designee the facts and/or evidence upon which the reasonable suspicion is based shall be documented in writing. A copy of this shall be given to the affected employee.

*NOTE: Authority cited: Sections 19815.4(d), 19816 and 19820, Government Code. Reference: Section 19261, Government Code.*

*HISTORY: 1. New section filed 9-7-88; operative 10-7-88 (Register 88, No. 38).*

### **599.963. Testing Process and Standards.**

Substance testing under this Article shall comply with the following standards and procedures:

- (a) The drug 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 breath alcohol analyzing instruments which meet the State Department of Health Services standards specified in Title 17, Group 8, Article 7 of the California Code of Regulations.
- (b) Substances to be tested for shall include the following:
  - 1. Amphetamines and Methamphetamines
  - 2. Cocaine
  - 3. Marijuana/Cannabinoids (THC)
  - 4. Opiates (narcotics)
  - 5. Phencyclidine (PCP)
  - 6. Barbiturates
  - 7. Benzodiazepines
  - 8. Methaqualone
  - 9. Alcohol



In addition, with the approval of the Department, testing may be conducted for other controlled substances when the Appointing Authority reasonably suspects the use of other substances.

- (c) After consulting with expert staff of the laboratory or laboratories selected to perform the testing under this Article, the Department shall set test cut-off levels that will identify positive test samples while minimizing false positive test results.
- (d) 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 Department on the basis that it provides for at least an equally secure and professional collection process. The Department shall specify procedures to ensure that true samples are obtained.
- (e) The Department shall specify measures to ensure that a strict chain of custody is maintained for the sample from the time it is taken, through the testing process, to its final disposition.
- (f) Drug tests shall be performed by a commercial laboratory selected based on its meeting standards that are the same as those used by the National Institute on Drug Abuse (NIDA) to certify laboratories engaged in urine drug testing for federal agencies (Mandatory Guidelines for Federal Workplace Drug Testing Program, Federal Register, Vol. 53, No. 69) or those used by the College of American Pathologists (CAP) to accredit laboratories for forensic urine drug testing (Standards for Accreditation, Forensic Urine Drug Testing Laboratories, College of American Pathologists).

*NOTE: Authority cited: Sections 19815.4(d), 19816 and 19820, Government Code. Reference: Section 19261, Government Code.*

*HISTORY: 1. New section filed 9-7-88; operative 10-7-88 (Register 88, No. 38).*

#### **599.964. Employee Rights.**

- (a) Employees suspected of violating the policy prescribed in section 599.960 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, regardless of whether these interviews occur before or after the sample is taken. Employees shall also be entitled to representation in any discussions with the Medical Review Officer that occur under section 599.965.
- (b) 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.
- (c) The employee shall receive a full copy of any test results and related documentation of the testing process.

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

*NOTE: Authority cited: Sections 19815.4(d), 19816 and 19820, Government Code. Reference: Section 19261, Government Code.*

*HISTORY: 1. New section filed 9-7-88; operative 10-7-88 (Register 88, No. 38).*

**599.965. Medical Review Officer.**

Each Appointing Authority 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.

*NOTE: Authority cited: Sections 19815.4(d), 19816 and 19820, Government Code. Reference: Section 19261, Government Code.*

*HISTORY: 1. New Section filed 9-7-88; operative 10-7-88 (Register 88, No. 38).*

**599.966. Records; Confidentiality.**

As prescribed by the Director, each Appointing Authority shall maintain records of the circumstances and 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.
- (c) DPA as needed for the effective administration of the Article.
- (d) 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.

*NOTE: Authority cited: Sections 19815.4(d), 19816 and 19820, Government Code. Reference: Section 19261, Government Code.*

*HISTORY: 1. New section filed 9-7-88; operative 10-7-88 (Register 88, No. 38).*

## **APPENDIX ITEM #7 —Pregnancy and Requests by Pregnant Staff for Reasonable Accommodation, Temporary Duty Assignments, and Related Issues/CDC/Family School Partnership Act(Published for your information)**

The purpose of this Addendum is to announce the CDC's policy and procedures regarding pregnancy and requests by pregnant staff for reasonable accommodation, temporary duty assignments and related issues.

The Federal Pregnancy Discrimination Act of 1978 (an amendment to Title VII of the Civil Rights Act of 1964) and the California Fair Employment and Housing Act prohibit discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions. Pregnant staff are to be treated on the basis of their ability to perform the essential duties of the job the same as any other employee in the same classification. It is unlawful to refuse to hire, refuse to select a person for a training program leading to employment or promotion, refuse to promote, terminate or otherwise discriminate against the person on the basis of pregnancy. These laws also require that women unable to work because of pregnancy be provided with disability benefits, sick leave and health insurance on the same basis as employees unable to work for other medical reasons.

In the recent Supreme Court case of *International Union, United Automobile, Aerospace and Agricultural Implement Workers of America v. Johnson Controls, Inc.*, the court held that fetal protection policies are illegal. The court held that a company's concern for prenatal injury had no relation to whether its female employees were capable of performing their jobs. The court stated that "decisions about the welfare of future children must be left to the parents who conceive, bear, support and raise them rather than to the employers who hire those parents."

SPB policy requires the Department to provide **reasonable accommodation** for a pregnant employee when needed and enable her to continue working as long as she is physically able to do so. The only legitimate basis for denial is if it presents an **undue hardship** on the Department. Once reasonable accommodation is requested and supported by medical documentation, pregnancy is considered a temporary disability and benefits available to any other temporarily disabled person must be provided.

### **DEFINITION OF REASONABLE ACCOMMODATION**

Reasonable accommodation is defined as efforts made on the part of the employer to remove artificial or real barriers which prevent or limit employment of a disabled person. A woman is "disabled" by pregnancy, childbirth or a related medical condition if in the opinion of her own doctor she is unable to perform the essential duties of the job or to perform these duties without undue risk to herself or other persons.

It should not automatically be assumed that a pregnant employee requires reasonable accommodation. Rather, reasonable accommodation should be **requested** by the pregnant employee and supported by medical documentation from the private physician after reviewing a job description.

### **PROCEDURES FOR EMPLOYEES REQUESTING REASONABLE ACCOMMODATION**

Employees are not required to report a pregnancy until medical restrictions are imposed by the treating physician which affect the employees' ability to perform the essential functions of a job **and** reasonable accommodation is requested. If no medical limitations or restrictions are indicated by the treating physician, no grounds for reasonable accommodation exist and no

further action should be taken.

A request for reasonable accommodation shall be initiated by the pregnant employee. Before submitting a request for reasonable accommodation based on pregnancy, the employee should do the following:

1. ***It is recommended*** that the employee provide a copy of the duty statement, post order or job analysis (available from the personnel office, supervisor, watch office, Return to Work Coordinator, etc.) to the treating physician describing the specific job duties of the employee's position ***to be used as a guideline*** in determining any medical limitations or work restrictions. ***Alternatively, a detailed verbal description of the job duties may be provided to the treating physician by the employee.***
2. Specific medical limitations or work restrictions should be documented in writing by the treating physician and attached to the employee's request for reasonable accommodation.
  - a) For example, if a medical restriction is imposed as to lifting, exactly how much weight can and cannot be lifted must be specified and for what period of time.
  - b) In some cases, a treating physician may deem it appropriate to impose a restriction as to inmate contact. This restriction should be written in ***very specific terms*** to insure the intent of the physician is clear. For example, if the intent is that the employee have "limited inmate contact," it should be written as such, and not as "no inmate contact." Where a limited inmate contact restriction has been imposed, a pregnant employee could potentially be placed in a post assignment such as the gate, control, or tower, where appropriate.
3. ***If the medical circumstances change and the employee requires a modification to a previously approved accommodation, medical verification describing the new work restrictions shall be obtained from the treating physician by the employee and submitted to the supervisor and the RTW Coordinator.***

Having completed the above requirements, the employee shall submit a written request for reasonable accommodation, utilizing CDC form 855 (Request for Reasonable Accommodation), to the direct supervisor with a copy to the Return-to-Work (RTW) Coordinator. The request must be accompanied by the supporting medical documentation from the treating physician reflecting the specific work limitations or restrictions.

4. All requests for reasonable accommodation shall be processed ***promptly and in no event longer than 20 work days from the date of the request. The employee shall not be forced to utilize accrued leave credits during this processing period. If necessary, the employee shall be placed in an appropriate alternate position pending approval of the reasonable accommodation request.*** If the request is denied or no response is received by the end of the 20 days, the employee has a right to appeal directly to SPB, Appeals Division.

## **PROCEDURES FOR SUPERVISORS AND RETURN-TO-WORK (RTW) COORDINATORS RECEIVING REQUESTS FOR REASONABLE ACCOMMODATION**

The Federal Pregnancy Discrimination Act, Fair Employment and Housing Act and SPB policy mandate that a pregnant employee shall be allowed to work as long as she is physically able to do so without adversely affecting her health. **The Department shall not set fixed limits on the amount of time a pregnant employee can continue working.** The point at which an employee decides to request pregnancy leave is a medical decision based on ability to perform the essential duties of a job as determined by the employee and her treating physician within the context of the Department's ability to provide her with reasonable accommodation.

A supervisor who is aware that a pregnant employee is having difficulty performing a job assignment may discuss the Department's policy and procedures regarding pregnancy and reasonable accommodation with the employee. **However, the decision to request reasonable accommodation rests with the employee.**

When reasonable accommodation is requested by an employee, the supervisor shall do the following:

1. Inform the employee of the departmental policy and procedures relating to pregnancy.
2. Advise the employee that a written request for reasonable accommodation is required, utilizing CDC form 855 (Request for Reasonable Accommodation) and that it must be accompanied by medical documentation from the treating physician indicating in very specific terms any work restrictions or limitations.
3. In some cases, the medical documentation from the treating physician may be vague or lack sufficient specificity to enable the supervisor to make an appropriate decision in terms of providing reasonable accommodation. In that case, the supervisor and/or RTW Coordinator shall consult the employee first and, if necessary, the treating physician may be contacted (*with the employee's permission*) to obtain further information and clarification.
4. Upon receipt of all necessary documentation, the supervisor will work with the RTW Coordinator and make every effort to provide the employee with her request for reasonable accommodation and process the paperwork in a timely fashion.

**When reasonable accommodation is requested by an employee, the Return to Work Coordinator shall do the following:**

1. **Assist the employee in obtaining the necessary duty statement, post order, job analysis, CDC form 855, etc., if necessary.**
2. **Monitor compliance of the procedures and the timely processing of the request.**

The institution, parole region or headquarters administration may review the terms of a reasonable accommodation at any time and make modifications where the need for the accommodation has either changed or no longer exists.

## WORK OPTIONS AVAILABLE TO PREGNANT EMPLOYEES AS REASONABLE ACCOMMODATION

There are a variety of work options available when providing reasonable accommodation for pregnant employees. The following examples are intended to be utilized as a guideline and do not constitute an exhaustive list of options. Any combination of the work options below may be utilized to accommodate the employee throughout the term of the accommodation. These include, but are not limited to:

1. **Temporary Job Restructuring** involves restructuring or modifying the position to which the employee is currently assigned to accommodate medical restrictions without affecting the performance of the essential duties. **Supervisors are encouraged to fully explore this option before considering the other alternatives.**

**For example, a Correctional Counselor I who is medically restricted to "limited inmate contact and no heavy lifting," could be allowed to remain in her current assignment if office space could be provided to allow her to see inmates by ducat only and assistance/carts were available to transport file material. Another option may be to temporarily reassign her to the Inmate Appeals Office, Classification and Parole Representative Office or to Business Services.**

Another example is an Office Assistant position which includes filing could be temporarily restructured by eliminating the filing to accommodate an employee who is temporarily precluded from bending or stooping.

2. **Temporary Job Placement or Reassignment** to an alternate budgeted position in the same classification where medical restrictions can be accommodated. Although this does not mean creating a position, it may involve shifting other staff on a temporary basis.

For example, a file clerk who is temporarily precluded from bending, stooping or reaching may be reassigned to a receptionist or typing position.

3. **An Alternate Job Assignment or Temporary Assignment** (utilizing SPB Rule 443) can be made to any other budgeted non-class related area deemed appropriate to accommodate medical restrictions. It may not involve duties of a class that has a promotional relationship to the appointment class. ***A promotional relationship is considered to be where the maximum salary rate of one class is at least 2 steps higher than the maximum salary rate of another class (SPB Rule 431).*** The original rate of pay will not be affected if the employee is temporarily assigned to a lower or higher classification as a reasonable accommodation.

For example, a CO who is medically restricted to "limited inmate contact" may be temporarily assigned to an office assistant or office technician position or to an Associate Governmental Program Analyst (AGPA) position where it is deemed the individual has the ability to perform the essential duties of the job.

4. An employee may be placed on a **Special Assignment** to a position at the discretion of the hiring authority.

5. A pregnant employee may be placed on **Temporary/Light Duty**, however, this has a time limitation of 120 days. Temporary/Light Duty is not to be used in such a way that the employee is precluded from continuing to work if she is physically able to do so or forced to take maternity leave before the employee and the treating physician determine that it is appropriate. ***The hiring authority should make every effort to accommodate the employee and utilize a combination of work options throughout the duration of the request for reasonable accommodation.***

**For example, a CO who is medically restricted from "responding to an alarm" (generally means running) or from prolonged walking or standing" may be reassigned to posts such as the tower, gate or control. This reassignment does not have to be classified as Temporary/Light Duty, if the officer can perform all the duties of that post. At a later date, if the medical restrictions expand to include "limited contact with inmates and no climbing," she can be placed in a designated Temporary/Light Duty position. Following the 120 day time limit, she could be placed in an office assistant position on a special assignment to continue to accommodate her medical restrictions until she requests a pregnancy leave.**

Salary and benefits of an employee placed on temporary reassignment or light duty as a means of providing reasonable accommodation shall remain unaffected, even if the employee is temporarily reassigned to a lower or higher classification.

#### **DENIAL OF A REQUEST FOR REASONABLE ACCOMMODATION**

The only legitimate and legal basis for denying a request for reasonable accommodation based on pregnancy is "undue hardship." Undue hardship is defined as an action requiring significant difficulty or expense, for example, an action that is unduly costly, extensive, substantial, disruptive or that will fundamentally alter the nature of a program. The factors that must be considered in determining undue hardship are set forth in the Americans With Disabilities Act of 1990 and the SPB Booklet entitled *Guide for Implementing Reasonable Accommodation*. The criteria includes the following considerations:

1. The overall size of the Department with respect to the number of employees, number and type of facilities and the size of the budget.
2. The type of operation including the composition and structure of the work force.
3. The nature and cost of the accommodation needed.

If the administration of a particular worksite believes that an employee's request for reasonable accommodation would impose an "**undue**" hardship on the **Department**, the request may be denied. However, **before** denying a request for reasonable accommodation, the Assistant Director of Affirmative Action (AA) must be contacted and a copy of the request forwarded to the AA office for review.

#### **TIME FRAMES FOR PROCESSING REQUESTS FOR REASONABLE ACCOMMODATION**

All requests for reasonable accommodation must be processed ***promptly and in no event longer than 20 work days*** from the date of the request. If denied or no action is taken within



that time frame, the employee may appeal directly to the SPB, Appeals Division.

The Assistant Director of Affirmative Action must be contacted **before** a request for reasonable accommodation is denied.

A copy of all reasonable accommodation requests from pregnant employees, whether approved or denied, must be forwarded to the Assistant Director of Affirmative Action within 20 days of the decision.

### **PREGNANCY DISABILITY LEAVE PROCEDURE**

A Pregnancy Disability Leave is any leave, whether paid or unpaid, taken by an employee for any period of disability caused by the employee's pregnancy, childbirth or a related medical condition. (Government Code Section 12945).

If a Pregnancy Disability Leave is requested, the employee must submit a written request to the supervisor providing reasonable notice of the date the leave is to begin and the estimated duration. The employee shall provide medical documentation from the treating physician to support a request for Pregnancy Disability Leave. An employee disabled by pregnancy shall be entitled to receive Non-Industrial Disability (NDI) leave benefits (Government Code 19878 [c]). However, an employee may instead elect to utilize sick leave, vacation or other accrued leave credits during the period of medically documented pregnancy disability.

If the employee returns to work upon the release of the treating physician, the employee retains the absolute right to return to the **original or exact job held prior to the reasonable accommodation**, provided such release and immediate return to work occur within four months of the beginning of the pregnancy disability. (*Fair Employment and Housing Act-Regulations 7291.2 C[1]*).

An employee whose pregnancy disability extends beyond four months or who is authorized to use accrued paid leave, such as vacation or CTO following the pregnancy disability, has a mandatory right of return to a "former position." (See definition in Return Rights section).

### **OTHER PARENTAL LEAVE PROCEDURES**

The law states that a State employer **shall** grant permanent female employees a Leave of Absence without pay for the purposes of pregnancy, childbirth or recovery therefrom, for a period not exceeding **one year** (Government Code 19991.6).

The law states that State employers **shall** also grant a **male** spouse who is a permanent employee or a male parent who is a permanent employee a Leave of Absence without pay for a period not to exceed **one year** to care for his newborn child. Further, various collective bargaining agreements articulate certain rights in this area. The employee must submit a request in writing to the direct supervisor providing reasonable notice of the date the leave is to commence and the estimated duration. Any change to the length of the leave is not permitted without prior approval of the Appointing Authority. (Government Code 19991.6 [2]).

Appointing Authority in this section is defined as the Warden, Regional Administrator, appropriate Deputy Director or the Chief Deputy Director.

State employers **may** grant a permanent employee's request for a Leave of Absence without pay for the adoption of a child for a period not to exceed one year. The employee shall provide written substantiation to support the employee's request for adoption leave giving reasonable notice of the date the leave is to commence and the estimated duration. Any change in the

length of the period of the leave shall not be effective unless approved by the Appointing Authority. (Government Code 19991.6 [3]).

#### **FAMILY CARE LEAVE**

**Government Code Section 12945.2**, which became effective January 1, 1992, provides that permanent State employees have a mandatory right to a **total of four months in any 24-month period** for unpaid Family Care Leave. Family Care Leave means leave to care for a newborn or newly adopted child or to care for a spouse, parent or child who is seriously ill. The only legitimate basis for denial is if it would create an undue hardship on the Department. Leave for family care may exceed the four-month limit; however, the additional leave period would be subject to the Appointing Authority's discretion.

Employees are required to provide reasonable notice to the Appointing Authority (where possible) and schedule the leave in a manner that causes the least disruption to the Department's operation.

Employees may elect to use any accrued vacation leave or other accrued time. Sick leave may be used if mutually agreed to by the employee and the Appointing Authority.

Employers are required to guarantee the employee a position with the same or similar duties and pay upon return from a Family Care Leave.

#### **RETURN RIGHTS**

The law provides that the Department must return an employee to the **original or exact same job** after returning from a **Pregnancy Disability Leave**, provided the employee returns to work upon release from the treating physician and the leave does not exceed four months from the beginning of the pregnancy disability. The exception to this is where the job ceased to exist for reasons unrelated to the employee's leave. In that case, or where the employee has taken a Pregnancy Disability Leave or a Leave of Absence **for longer than four months**, the employee has a mandatory right to return to his/her **former position**. Government Code Section 18522 defines "former position" as follows: (a) the last position which an employee held as a probationer, permanent employee or career executive, or (b) a position to which the same Appointing Authority could have assigned such an employee within a designated geographical area.

#### **WAIVER OF WEAPONS/SELF DEFENSE RE-QUALIFICATION**

Temporary waiver of weapons re-qualification requirements may be requested and requires approval by the worksite Warden, Regional Administrator, and concurrence by the appropriate Deputy Director and the Chief Deputy Director (see DOM Section 32010.19.5). ***A waiver for re-qualification requirements for "Less Than Lethal Weapons" (side-handle baton, gas, taser) as set forth in DOM Section 32010.19.10, may also be requested by pregnant staff and is subject to the same approval process.***

This waiver may be granted under special circumstances, including pregnancy and related medical conditions, and shall be reviewed at intervals of no more than one year. Upon expiration of the temporary waiver, the employee shall complete re-qualification requirements within 60 days as described in DOM Section 32010.19.3. ***In an institution, when a waiver is granted, the employee shall not be assigned to an armed post until she has re-qualified. In the parole division, when a waiver is granted, the weapon should be temporarily stored until the employee is able to re-qualify.***

Please inform all persons concerned with the contents of this Addendum which shall remain in effect until incorporated in DOM Subsection 31010. Please note that CDC form 855 is under revision. If you have any questions, please contact Nora Brusuelas, Assistant Director, Affirmative Action, at (916) 322-9520 or ATSS 492-9520.

#### **FAMILY SCHOOL PARTNERSHIP ACT**

**Labor Code Section 230.8** (a)(1) No employer who employs 25 or more employees working at the same location shall discharge or in any way discriminate against an employee who is a parent, guardian, or grandparent having custody, of one or more children in kindergarten or grades 1 to 12, inclusive, attending a licensed child day care facility, for taking off up to 40 hours each year, not exceeding eight hours in any calendar month of the year, to participate in activities of the school or licensed child day care facility of any of his or her children, if the employee, prior to taking the time off, gives reasonable notice to the employer of the planned absence of the employee.

(2) If both parents of a child are employed by the same employer at the same worksite, the entitlement under paragraph (1) of a planned absence as to that child applies, at any one time, only to the parent who first gives notice to the employer, such that the other parent may take a planned absence simultaneously as to that same child under the conditions described in paragraph (1) only if he or she obtains the employer's approval for the requested time off.

(b)(1) The employee shall utilize existing vacation, personal leave, or compensatory time off for purposes of the planned absence authorized by this section, unless otherwise provided by a collective bargaining agreement entered into before January 1, 1995, and in effect on that date. An employee also may utilize time off without pay for this purpose, to the extent made available by his or her employer. The entitlement of any employee under this section shall not be diminished by any collective bargaining agreement term or condition that is agreed to on or after January 1, 1995.

(2) Notwithstanding paragraph (1), in the event that all permanent, full-time employees of an employer are accorded vacation during the same period of time in the calendar year, an employee of that employer may not utilize that accrued vacation benefit at any other time for purposes of the planned absence authorized by this section.

(c) The employee, if requested by the employer, shall provide documentation from the school or licensed child day care facility as proof that he or she participated in school or licensed child day care facility activities on a specific date and at a particular time. For purposes of this subdivision, "documentation" means whatever written verification of parental participation the school or licensed child day care facility deems appropriate and reasonable.

(d) Any employee who is discharged, threatened with discharge, demoted, suspended, or in any other manner discriminated against in terms and conditions of employment by his or her employer because the employee has taken time off to participate in school or licensed child day care facility activities as described in this section shall be entitled to reinstatement and reimbursement for lost wages and work benefits caused by the acts of the employer. Any employer who willfully refuses to rehire, promote, or otherwise restore an employee or former employee who has been determined to be eligible for rehiring or promotion by a grievance procedure, arbitration, or hearing authorized by law shall be subject to a civil penalty in an amount equal to three times the amount of the employee's lost wages and work benefits.

**APPENDIX ITEM #8 — Addendum To Section 19.06 — Regarding CDC PA Workload**

A. The Parole Division's system for determining workload for case carrying PAs assigns each felon and non-felon case a point value dependent upon its classification as follows:

- (1) Minimum Supervision Cases (M/S) - 1 point each
- (2) Control/Services Cases (C/S) - 2 points each
- (3) High Control (H/C) High Service (H/S) Cases - 3 points each

Utilizing these point values, the standard workload for a case carrying agent (based on the 1600 hours available per year) is 168 Minimum Supervision (M/S) cases, 84 Control/Services (CS) cases, 56 High Control/High Service (HC/HS) cases or any combination thereof totaling 168 points. The standard workload per case carrier will range between 151 and 180 points (178 points effective July 1, 1998; 175 points effective July 1, 1999).

The agent is responsible to ensure the accuracy of the monthly roster. On the first of each month, the supervisor will utilize the agent's roster to determine the workload assigned.

B. The Release Program Study, Parole Assessment Form, CDC 611 (1/91) shall be used to classify a case into one of four supervision categories. Any exception to the following must be approved in advance by the unit supervisor.

- (1) High Control or High Service Cases: (Numerical designation of "3"). The following minimum contact requirements will apply to these cases:
  - (a) Parolee will be seen face-to-face by the first working day following release. In most cases it is expected that this meeting will take place at the office. The initial interview will be conducted no later than the third working day following release.
  - (b) Each month there will be one field contact at the parolee's residence. The first face-to-face residential contact for H/C and H/S cases must be within seven (7) work days following release from custody.
  - (c) Each thirty (30) days there will be one collateral contact.
  - (d) If anti-narcotic testing applies, the minimum testing schedule will be one (1) per month.
  - (e) Contacts and testing above/below these standards may be imposed by the unit supervisor on a case-by-case basis with written justification or as imposed by the respective paroling authorities. The AOR shall have the option to utilize alternative narcotic testing (DAR) techniques.

- (f) Cases in the H/C and H/S categories will be reviewed thirty (30) calendar days after assignment to that classification and, if retained, each sixty (60) calendar days thereafter. Cases may be reduced by the unit supervisor to a C/S level when the high level of supervision is no longer deemed necessary.
- (2) Control/Service Cases: (Numerical designation of "2"). The following minimum contact requirements will apply for these cases:
- (a) C/S cases will be seen face-to-face by the first working day following release from custody. In most cases, it is expected that this meeting will take place at the office. When possible, the initial interview will be conducted no later than the third working day following release.
  - (b) Two (2) face-to-face contacts per quarter, with at least one (1) being at the parolee's residence. One (1) face-to-face contact at the parolee's residence within fifteen (15) work days following release.
  - (c) One (1) collateral contact per quarter.
  - (d) For those parolees required to test, felon parolees will be tested twice every quarter; non-felon two times each thirty (30) days consistent with item "d. Civil Addict Parolees/Released" below. The AOR shall have the option to utilize alternative narcotic testing (DAR) techniques.
  - (e) C/S parolees who complete 180-days of satisfactory parole will automatically be assigned to Minimum Supervision. Exceptions to the automatic reduction will include Penal Code 290, Penal Code 667.5, Parole Outpatient Clinic, validated gang cases and high notoriety cases. These cases may be reduced with supervisor approval. Other cases may be maintained at the C/S level by the unit supervisor via a case review. Cases may be reduced to M/S prior to the 180-day point by the unit supervisor in writing.
- (3) Minimum Supervision Cases: (Numerical designation of "1"). The following minimum contact requirements will apply to these cases:
- (a) If initially paroled to M/S, the initial interview will be conducted within three (3) work days from release from custody. In most cases, it is expected that this meeting will take place at the office.
  - (b) If initially paroled to M/S, one face-to-face contact at the parolee's residence, within thirty (30) calendar days of release. If the initial interview was conducted at the parolee's residence, then this requirement will be considered satisfied.
  - (c) When not initially paroled to M/S, one (1) face-to-face contact at parolee's residence within thirty (30) calendar days of assignment to M/S. If there has been a face-to-face contact at the parolee's residence within thirty (30) calendar days preceding the reclassification, this contact requirement is waived.
  - (d) The AOR will:

- (i) Monitor subject's activities via written monthly reports. Should the parolee fail to submit a report by the 5th of the month, AOR will attempt to contact the parolee. If unable to do so within ten (10) days, the AOR must conference case with the Unit supervisor.
  - (ii) Obtain a CII Rap Sheet thirty (30) days prior to discharge review.
  - (iii) Make one (1) face-to-face contact in the month prior to discharge. If retained on parole, make two (2) field contacts annually.
- C. Jail cases may be reduced to a level "1" at the point that the Parole Hearings Division (PHD) takes their final action. For cause, cases may remain at level "2" with approval of the Unit supervisor.
  - (1) While in custody, the AOR will:
    - (a) Conduct one (1) collateral contact with appropriate agencies to track court status and/or other changes.
    - (b) Communicate reporting instructions to parolees prior to release from custody.
- D. Civil Addict Parolees/Releasees.
  - (1) Release Program Study. There is no requirement to utilize the Release Program Study, CDC Form 611 for N-number cases. Agents assigned pre-parole cases shall receive one (1) workload point per case. The AOR will verify residence plans for all new commitments being released for the first time by at least a telephone call. AOR will investigate only those cases without resources or deemed to require investigation by the Unit supervisor. Whenever residence plans are changed from the original release plans the new residence shall be verified by at least a telephone call.
  - (2) Supervision Requirements. Agents assigned to supervise civil addict cases shall receive three (3) workload points per case. After 180-days of satisfactory parole supervision, the case will be reviewed for a reduction to Control Services (C/S) supervision with drug testing levels at two (2) times each calendar month. If urinalysis testing is reduced to monthly or less the Agent shall receive two (2) workload points. Non-felon cases may not be reduced to M/S level without NAEA approval.
  - (3) Anti-Narcotic Testing. Civil Addicts will be tested weekly, two (2) of which must be random/surprise urinalysis tests. One (1) of the two (2) random/surprise tests shall be in the field. The parolee may be subjected to additional urinalysis or alternative narcotic testing (DAR) techniques at any time while on Outpatient or Civil Addict Parole status as designated by the Unit supervisor.

- (a) Alternative methods of narcotic testing such as DAR techniques may be utilized on an alternating basis to the random/surprise urinalysis tests to satisfy the total monthly testing requirements. All positive symptomologies will be confirmed by urinalysis or by statement of admission.
  - (b) Satellite testing sites are approved for N# testing specifications. Unit Office ODs are approved for testing civil addicts.
- (4) Cases in jail awaiting NAEA action shall receive two (2) points. Cases where a limited placement is approved shall be classified at the one (1) point level. Cases returned to CRC for full program shall remain at two (2) points until notice of NAEA action is received, thereafter they become inactive (no points).
- (5) Early Discharge. Two (2) clean urinalysis tests are required prior to submission of an early discharge report.
- E. The parties agree to reinstate the Policies and Procedures Committee in recognition of the increase in workload of PAs. The committee goals shall include, in part, the reduction/revision of forms, elimination of duplicative procedures, and to enhance uniform application of policy and procedures within the Parole and Community Services Division. The committee shall submit recommended changes of policies and procedures for incorporation into the Department Operations Manuals.
- F. The CDC PA workload specifications as defined in this Appendix are not arbitrable under Section 6.11 of this MOU.
- G. This appendix expires June 30, 2000.

**APPENDIX ITEM #9 — Regarding Sideletter Agreement To MOU Section 19.06, CDC PA Workload**

The following items, as well as other forms and procedures pertaining to workload reduction, will be referred to the newly reinstated Policy and Procedures Committee:

- A. Pre-parole investigations may be done by telephone or letter.
- B. Agents will not fill out the CDC Form 600 (per DOM 81040.11.1).
- C. Discharge review of cases where the supervisor has final authority to discharge:
  - 1. Obtain current CI&I and submit a checkoff report.
  - 2. Case review with Unit supervisor.
  - 3. Document in the field book.
  - 4. Use the "vote sheet" in lieu of discharge report after thirteen (13) months without a discharge report.
- D. Agents shall have the option to handwrite or have typed any discharge review report in those cases where such a report is required.
  - 1. Case review with the unit supervisor,

2. Document in the field book,
3. Use the "vote sheet" in lieu of discharge report and discharge after thirteen (13) months without a discharge report.



**APPENDIX ITEM #10 — Addendum To Section 13.01**

**HEALTH BENEFITS VESTING**

**Section 22825.3 is added to the Government Code to read:**

Section 22825.3. Notwithstanding Sections 22825, 22825.1, and 22825.2, the following state employees who become state members after January 1, 1989, shall not receive any portion of the employer's contribution payable for annuitants (pursuant to Section 22825.1) unless those employees are credited with 10 years of state service as defined by this section, at time of retirement: (1) members who are excluded from the definition of state employee in subdivision (c) of Section 3513; (2) members employed by the executive branch of government who are not members of the civil service; and (3) members in state bargaining units for which a memorandum of understanding has been agreed to by the state employer and the recognized employee organization to become subject to this section. The percentage of employer contribution payable for post retirement health benefits for an employee subject to this section is based on the member's completed years of credited state service at retirement as shown in the following table:

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<b>CREDITED YEARS OF SERVICE</b>	<b>PERCENT OF EMPLOYER CONTRIBUTION</b>
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

This section shall apply only to state employees who retire from service.

Benefits provided an employee by this section shall be applicable to all future state service.

For the purposes of this section, state service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation. This section does not apply to employees of the California State University.

## APPENDIX ITEM #11 —Addendum To Section 15.01

(PLEASE NOTE: This item is presented only to demonstrate movement through salary ranges and does not illustrate current salary rates.)

### CORRECTIONAL OFFICER

Following is an example of how typical full-time employees newly-appointed to state service on or after October 1, 1992 through October 30, 1997 to the classification of CO move through the salary ranges:

DATE	ACTION	RANGE	RATE	ANNI DATE
11/1/92	Employee receives initial appointment and enters academy/orientation for the classification.	A	1850	MAX
12/14/92	Employee completes academy/ orientation and is assigned to institution. Receives minimum rate of Range B. (12/92 is a qualifying pay period.)	B	2177	6/93
6/93*	5% (one-step) incentive increase (6 qualifying pay periods after movement to Range B).	B	2286	12/93
12/93*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase)	B	2400	6/94
6/94*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase).	B	2520	MAX
12/14/94	Employee successfully completes 24 months in Range B and apprenticeship requirements. Receives minimum rate of Range C and merit salary adjustment (MSA) anniversary date after 12 qualifying pay periods. (12/94 is a qualifying pay period.) Thereafter, is eligible to receive annual MSAs until maximum of salary range is reached. *Beginning of pay period.	C	2918	12/95

\*Beginning of pay period.

## YOUTH CORRECTIONAL OFFICER

Following is an example of how typical full-time employees newly appointed to State service on or after October 1, 1992, to the classification of YCO move through the salary ranges:

DATE	ACTION	RANGE	RATE	ANNI DATE
10/30/92	Employee receives initial appointment and enters orientation/academy for the classification.	A	1850	MAX
12/10/92	Employee completes academy/site orientation. Receives minimum rate of Range B.(12/92 is a qualifying pay period.)	B	2177	6/93
6/93*	5% (one-step) incentive increase (6 qualifying pay periods after movement to Range B).	B	2286	12/93
12/93*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase).	B	2400	6/94
6/94*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase).	B	2520	MAX
12/10/94	Employee successfully completes 24 months in Range B and apprenticeship requirements. Receives minimum rate of Range C and merit salary adjustment (MSA) anniversary date after 12 qualifying pay periods. (12/94 is a qualifying pay period.) Thereafter, is eligible to receive annual MSAs until maximum of salary range is reached.	C	2918	12/95

\*Beginning of pay period.

## YOUTH CORRECTIONAL COUNSELOR

Following is an example of how typical full-time employees newly appointed to State service on or after October 1, 1992, to the classification of YCC move through the salary ranges:

DATE	ACTION	RANGE	RATE	ANNI DATE
10/30/92	Employee receives initial appointment and enters orientation/academy for the classification.	A	1850	MAX
12/10/92	Employee completes academy/site orientation. Receives minimum rate of Range B. (12/92 is a qualifying pay period.)	B	2390	6/93
6/93*	5% (one-step) incentive increase (6 qualifying pay periods after movement to Range B).	B	2510	12/93
12/93*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase).	B	2636	6/94
6/94*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase).	B	2768	MAX
12/10/94	Employee successfully completes 24 months in Range B and the apprenticeship requirements. Receives minimum rate of Range C and merit salary adjustment (MSA) anniversary date after 12 qualifying pay periods. (12/94 is a qualifying pay period.) Thereafter, is eligible to receive annual MSAs until maximum of salary range is reached.	C	3203	12/95

\*Beginning of pay period.

**CORRECTIONAL COUNSELOR I; PA I, CDC ADULT PAROLE; AND PA I, CYA**

Following is an example of how typical full-time employees newly appointed to state service on or after October 1, 1992, to the classifications of Correctional Counselor I; PA I, Adult Parole; and PA I, CYA move through the salary ranges:

<b>DATE</b>	<b>ACTION</b>	<b>RANGE</b>	<b>RATE</b>	<b>ANNI DATE</b>
11/22/92	Employee receives initial appointment to classification. (11/92 is a non-qualifying pay period.)	A	3050	6/93
6/93*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase).	A	3203	12/93
12/93*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase).	A	3363	6/94
6/94*	5% (one-step) incentive increase (6 qualifying pay periods after last incentive increase).	A	3531	MAX
11/22/94	Employee successfully completes 24 months in Range A and apprenticeship requirements. Receives minimum rate of Range B and merit salary adjustment (MSA) anniversary date after 12 qualifying pay periods. (11/94 is a non-qualifying pay period.) Thereafter, is eligible to receive annual MSAs until maximum of salary range is reached.	B	3708	12/95

\*Beginning of pay period.

## **FIREFIGHTER, CORRECTIONAL INSTITUTION**

Following is an example of how typical full-time employees newly appointed to State service on or after October 1, 1992, to the classification of Firefighter, Correctional Institution move through the salary ranges:

<b>DATE</b>	<b>ACTION</b>	<b>RANGE</b>	<b>RATE</b>	<b>ANNI DATE</b>
11/22/92	Employee receives initial appointment to classification. Receives minimum rate of Range A and merit salary adjustment (MSA) anniversary date after 12 qualifying pay periods. (11/92 is a non-qualifying pay period.)	A	2550	12/93
12/93*	Employee meets MSA standards for the class and receives a 5% (one-step) increase.	A	2678	MAX
11/22/94	Employee successfully completes 24 months in Range A and apprenticeship requirements. Receives minimum rate of Range B and MSA anniversary date after 12 qualifying pay periods. (11/94 is a non-qualifying pay period.) Thereafter, is eligible to receive annual MSAs until maximum of salary range is reached.	B	2918	12/95

\*Beginning of pay period.

## MTA, CORRECTIONAL FACILITY

Following is an example of how typical full-time employees newly appointed to State service on or after June 1, 1989 to the classification of MTA, Correctional Facility move through the salary ranges:

DATE	ACTION	RANGE	RATE	ANNI DATE
11/22/92	Employee receives initial appointment to classification.	A	2550	MAX
11/22/93	Employee successfully completes 12 months in Range A. Receives minimum rate of Range B and merit salary adjustment (MSA) anniversary date after 12 qualifying pay periods. (11/93 is a non-qualifying pay period.) Thereafter, is eligible to receive annual MSAs until maximum of salary range is reached.	B	2918	12/94

### APPENDIX ITEM #12 — Addendum To Section 24.04

CCPOA and the State (in this case by and through CYA) have agreed to settle five (5) grievances. Those grievances are CCPOA ARB No. 30186 (DPA No. 90-3-06-0213), CCPOA ARB No. 30282 (DPA No. 93-06-0359), CCPOA ARB No. 30337 (DPA No. 96-06-0485), CCPOA ARB No. 30265 (DPA 93-06-0358) and CCPOA ARB No. 11900 (DPA No. Unknown). The parties enter this Settlement Agreement in the interest of labor relations and the saving of time, energy and legal costs.

The agreement of the parties is as follows:

1. The parties will immediately comply with and enforce Section 12.08 with the text described in Attachment A, on a statewide basis.
2. This Agreement will award liquidated damages for any future violations.
3. The term of this Agreement is from the moment it is signed by the attorneys for each party through June 30, 1996, or expiration of the successor Memorandum of Understanding to the 1992-1995 Memorandum of Understanding, whichever occurs later. Attachment A is hereby included as a "TA" in the current MOU negotiation process.
4. The parties recognize the difficulty in implementing a staffing agreement (posting formula) which was not incorporated into previous MOUs. The parties will meet at Ventura to implement this agreement within seven (7) days from the moment of signing this agreement by the attorneys for the parties.
5. The text of the new Section 12.08\* is attached hereto as Attachment A and hereby incorporated herein by reference.

6. Immediately upon signing of this Agreement, all outstanding grievances citing 12.08\* YCC posting violations arising from any previous MOU shall be returned to a third level grievance conference upon discovery by the parties. The parties agree that requests for 12.08\* YCC posting shall have been resolved by this Agreement. Other contract violations or subsequent remedies sought by the grievant shall be addressed at this conference.

\*(Refer to 1992-95 MOU)

### **APPENDIX ITEM #13 — Addendum To Section 7.07 Infectious Diseases**

#### **CYA**

#### **REGARDING BLOODBORNE PATHOGENS**

CCPOA and CYA have reached a complete and final agreement related to Bloodborne Pathogens. This Agreement is an addendum to the master agreement between the State of California and CCPOA which expires on June 30, 1995.

1. CYA agrees to complete initial infectious disease training for all staff no later than January 31, 1995. The last of the series of three (3) Hepatitis B vaccinations will be offered to employees by November 1, 1995.
2. CYA agrees that all medication prescribed to treat bloodborne pathogen infections will be administered/delivered by a licensed health care provider. Single (unit) dosage packaging will be utilized in those locations where delivery of medication by a licensed health care provider is not operationally feasible.
3. The State agrees to reimburse all employees for receipted, reasonable and necessary costs for the Hepatitis B vaccine series, limited to \$60, not reimbursed by their insurance carrier providing the expense occurred between January 1, 1993 and is prior to the implementation of the Hepatitis B vaccination series at their institution.
4. With the exception of lock-up units and medical units, management will not routinely require Unit 6 members to personally clean-up potentially infectious body fluid spills. When wards are used, they will be properly trained to clean-up potentially infectious body fluids prior to being utilized to clean-up such spills.  
  
Ward clean-up crews will be limited to two wards per staff person and will be under direct supervision of staff from start to finish of the clean-up process.  
  
The intent of this policy is to eliminate exposure to potentially infectious body fluids by ensuring the proper clean-up of body fluid spills.
5. CYA agrees that all employees' medical information on bloodborne pathogens will be stored in a secure location which is not accessible to wards, and which ensures confidentiality. Confidentiality for the purpose of this agreement means such confidentiality as required by the doctor-patient relationship but is not to exclude the normal administrative functions necessary for the workers compensation process.



6. CYA agrees to develop a statewide policy, which is adaptable to meet local site needs, that minimizes staff handling of ward razors. The policy will be shared with CCPOA Headquarters and the Local CCPOA Chapters for review and discussion, prior to implementation.  
  
CYA agrees to pursue an official determination from Cal/OSHA regarding the definition of whether used razors are considered "contaminated sharp waste" and the proper method of disposal.
7. CYA agrees to handle, store, label, and dispose of all biohazardous waste, medical waste, and contaminated sharps (as defined in the Health and Safety Code 25080-25082), in accordance with applicable Health and Safety Codes and Cal/OSHA regulations.
8. The Department will maintain a "Communicable Disease List" at each facility, institution, camp, and parole office which contains a listing of ward/parolees diagnosed with a life threatening communicable disease (diseases reportable to local health authorities), and the necessary precaution to prevent exposure and infection. This list shall be readily accessible to all employees and volunteers, but inaccessible to wards/parolees. The Communicable Disease List shall be updated as changes occur.
9. CYA agrees that CCPOA Chief Job Stewards, Job Stewards, Field Representatives, Legal Staff, or Chief Administrative Officer (CAO), shall have the right to inspect the implementation of this bloodborne pathogen agreement of the Bloodborne Pathogen Exposure Control Plan. This inspection will include access via a tour by the Superintendent or his/her designee as to where safety equipment is stored, the proper marking for storage of equipment, a review of local training materials that may be used to update staff awareness, or any other relevant information.
10. CYA agrees that Bargaining Unit 6 staff will receive two (2) hours of infectious disease control training annually.
11. CYA recognizes human body fluids identified by the Center for Disease Control as potentially infectious materials. These body fluids include: blood, semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva in dental procedures, any body fluid that is visibly contaminated with blood.
12. CYA agrees to provide employees who have been contaminated with a bloodborne pathogen the ability to wash the contaminated areas with soap and water at the worksite, per Cal/OSHA Section 5193(2)(F). CYA also agrees to provide the employee with a change of clothing to be determined by the institution/parole office. Nothing in this agreement will be construed to require the State to construct any new shower facilities.

Where immediate accessibility to hot water is not available, those areas of the institution, camp, field parole, or any other structure or work crew that is under the control of CYA will have antiseptic type towelettes for the cleansing of bodily fluid clean-up of a person.

Immediate for the purpose of this proposal means within five (5) minutes of accessibility to hot running water.

13. CYA agrees that each local site Administrator will develop policy for handling wards who deliberately expose staff to body fluids or other potentially infectious material. This policy should include placing the ward in a secure detention room and processing through the disciplinary procedure as a Level B disciplinary incident. The reason for this proposal is to help ensure compliance with rules and policies related to exposing individuals to potentially infectious body fluids. If for some reason the Level B charge is dropped or reduced to a Level A charge, the employee/victim will be informed of the reasons why.
14. CYA agrees to provide plastic face shields to Unit 6 members who work in high-risk areas, i.e., lockup units.
15. CYA agrees to provide CCPOA a list of the Department's health care staff charged with custodial responsibilities of employee medical files. When changes to this list occur, CCPOA will be provided an updated listing.
16. Each Field PA shall be given the following:
  - a) One (1) pair of gloves
  - b) One (1) Red Bag
  - c) One (1) twist tie
17. Each Field PA who is certified to administer CPR shall be provided with a CPR mask with a one-way valve per Cal/OSHA.
18. The State agrees to develop and provide a list of recommended cleaners/disinfectants which effectively kill bloodborne pathogens and a description of the situations in which each Agent is to be utilized. These recommendations will be updated as technology and products become available. Recommendations will be forwarded to all facilities and CCPOA headquarters.
19. CYA is committed to supporting and protecting staff from wards who would intentionally contaminate staff or other persons with body fluids capable of transmitting potentially fatal infectious disease.

CYA will take pro-active steps to ensure wards compliance with current laws related to incidents of wards' deliberately contaminating staff with potentially infectious body fluids. In cases where a ward intentionally contaminates a staff member with body fluids capable of transmitting a potentially fatal infectious disease, the local site administrator will review the incident with the intent to refer the case for prosecution under the appropriate applicable laws.
20. CYA agrees to develop and maintain a system, using Form YA 8.279 to track incidents of staff exposure to potentially infectious body fluids. This system will be in effect in all CYA facilities and such records will be maintained with the Chief of Medical Services.

21. CYA agrees to reimburse staff for a State Board of Control claim up to \$100 for their clothing that has been contaminated with infectious body fluids during the course of their duties and such clothing cannot be cleaned or is held for evidence. Reimbursement to the employee will be accomplished within forty-five (45) days from the date the claim is filed.

The employee will assist CYA in pursuing the claim through the State Board of Control.

22. CYA agrees to defer a job-related determination of bloodborne exposure or disease to the Chief of Medical Services or a licensed SCIF physician.
23. CYA agrees that no wards will be permitted in the immediate area where confidential HBV vaccinations are being administered.

## **CYA TUBERCULOSIS CONTROL POLICY**

CYA and CCPOA have reached a complete and final agreement related to application of the CYA Tuberculosis Control Policy. This Agreement is an addendum to the master agreement between the State of California and CCPOA which expires on June 30, 1995. This Agreement shall be effective upon signature.

- CCPOA and CYA agree that as a condition of employment, all employees will be required to submit annually to legally mandated TB testing, meeting the requirements outlined in Section 6006.5(b) of the Penal Code. The employee does have the option of going to his/her personal physician for completion of the certificate (YA 8.277) at no cost to the State, as outlined in Section 6006.5(e) of the Penal Code.
- CYA agrees to provide and post for employees, the current laws on staff TB Testing and other relevant information. This information will be provided/posted, where possible, prior to further TB testing.
- CYA agrees that when an employee tests positive for TB and the chest x-ray confirms that the employee is infectious, the Chief Medical Officer will refer the employee to his/her personal health care provider for further evaluation and appropriate treatment.
- Upon request, Bargaining Unit 6 employees may have their Tuberculosis screening chest x-rays sent to a personal healthcare provider. The normal consent/release forms shall be completed prior to any release of an employee's x-rays.
- To further clarify the procedures for the reading of Unit 6 members' x-rays, CYA agrees to follow accepted medical protocol for the reading of chest x-rays by a licensed Radiologist with written results.
- CYA agrees that when a Bargaining Unit 6 employee tests positive to a PPD skin test, followed by a confirming positive chest x-ray, the employee will be provided by the Chief Medical Officer or his/her designee SCIF form (3301), Employee's Claim for Workers' Compensation Benefits. CYA further agrees that the employee's immediate supervisor or the duty lieutenant will complete a Form YA 6.104, Supervisors Notification of Injury. Completion

of Form 6.104 will generate a SCIF Form 3067 to be completed and processed.

- CYA agrees to defer a job-related determination of Tuberculosis exposure or disease to the Chief of Medical Services or a licensed SCIF physician and will not initially oppose a finding of job relatedness.
  
- CYA agrees to develop a Standard Comprehensive Training Format for contagious disease, and establish a joint labor/management committee to review and discuss the training plan. Bargaining Unit 6 will have an equal number of members on the committee. The committee will meet to review and discuss the plan no later than April 8, 1994 and conclude discussions no later than April 15, 1994.

Any impact disputes unresolved by the committee will be addressed and settled by one each labor representative from CYA and CCPOA.

The training plan will be implemented for both Parole and Institutions and Camps.
  
- CYA agrees that each institution Superintendent and Parole Branch Administrator or his/her designee will meet locally with the CCPOA Chapter President or his/her designee and a representative of his/her choice to discuss local/Branch implementation of the generic Tuberculosis employee testing plan.

Appropriate official business time will be provided to the CCPOA representatives for these meetings.
  
- The duties and functions of the existing Health and Safety Committees shall be expanded to include the CAL/OSHA mandated review functions for infectious disease issues. The designated Contagious Disease Coordinators at each site shall be added to the membership of each Health and Safety Committee.

CCPOA may designate a representative to each Health and Safety Committee. The Chief of Medical Services will write an article for the CCPOA Peacekeeper on a quarterly basis to update and educate the CCPOA membership on infectious disease.
  
- CYA agrees that wards and/or parolees will not be permitted in the immediate area where they can observe or overhear employee TB testing.
  - A. All wards entering CYA from non-department facilities or parole violators, will receive a PPD skin test within 24 hours of arrival to a Reception Center/Clinic. A second PPD test will be administered to this ward group approximately twelve (12) weeks after their initial test.
  
  - B. A receiving program institution shall, within 24 hours, administer a PPD skin test to each new arriving ward, including parole violators with a negative skin test history who have not been skin tested during the preceding forty-five (45) days. All wards with negative skin tests shall be tested at least annually thereafter unless, after review of medical information, the Chief of Medical Services alters the frequency of a ward's skin test.

- C. Wards accepted into the pre-camp program will have a new skin test administered as part of the pre-camp process, unless a PPD test was administered and read within thirty (30) days of the ward's arrival at a pre-camp program, or unless the Chief of Medical Services changes this policy based on analysis of ward skin testing data.
  - D. Wards assigned to forestry camps shall be tested at least annually, unless after review of medical information, the Chief of Medical Services alters the frequency of a ward's skin test.
  - E. Wards returning from overnight stays in a non-department facility, shall have a new PPD skin test administered within 24 hours of their return to any CYA facility and a second PPD test administered approximately 12 weeks later. The frequency of this test may vary based upon the Chief of Medical Services analysis of ward's skin testing history.
  - F. To the degree possible, interdepartment overnight "in-transit" wards will be housed in institutional locations where exposure to the resident population is minimized.
- CYA agrees to initiate a contact investigation immediately, but no later than 24 hours, following the discovery of a confirmed contagious TB case (Class III). The contact investigation shall include all legally mandated TB testing/examinations that meet the requirements of Section 6006.5(b) P.C. of all identified potential exposed contacts (wards and staff) and/or medical evaluations of those with previously documented positive skin test results. Repeat TB testing/examinations shall be administered in 90 days on all those with a negative skin test reading.
  - CYA agrees that wards having contagious Tuberculosis (Class III) shall immediately be placed in respiratory isolation. If a negative pressure room is not available, the ward shall be transported, using necessary precautions, to an appropriate facility. Wards shall not be discharged from a negative pressure room without the Chief Medical Officer's authorization.
    - When the ward is housed in an institutional negative pressure room, the ward will not be permitted outside of that room, except for legitimate medical reason(s), as authorized by the Chief Medical Officer.
  - CYA agrees that PAs involved in tuberculosis testing or evaluated at a CYA location will do so on State time and may use their assigned State vehicles. PAs who select to be tested by their personal physicians or at a county health department must do so on their own time and at their own expense.
    - PAs requiring follow-up medical evaluations are to contact the Chief Medical Officer at the CYA institution they initially tested at or at a location designated by the Chief of Medical Services.
  - CYA will provide two (2) particulate masks to each field Transportation Officer and PA.
  - Promptly upon a receipt of a request, a PA may review his/her medical file at CYA Headquarters location or the file will be confidentially forwarded to the employee's personal residence or to a designated personal physician.
    - Appropriate medical release procedures shall be followed in the delivery of the medical file.

- CYA agrees to follow Institutions and Camps Branch Policy Section 4150. Using the institutional case report and the YA 8.248 "Summary of Medical Record," the Supervising PA will inform the case-carrying PA of any necessary medical treatment the parolee is to receive following parole. This is to include, but not limited to, treatment for tuberculosis or other contagious disease. Institutions/Camps will not send case reports (refer to Parole) unless the current YA 8.248 form is attached.
  - Ward treatment may require the PA to initiate follow-up medical services with the parolee. Follow-up does not require the PA to provide the parolee with medical supervision.
- CYA agrees that only a Licensed Health Care provider can administer and deliver all TB medication at each and every CYA Institution.
  - Camp locations will use the single unit dose system for delivery of TB medications for wards, that can legally be delivered by Youth Correctional Counselor or YCO.
- Per the TB policies and procedures manual, each Physician/Surgeon will be licensed by either the Medical Board of California and/or the Osteopathic Medical Board of California for the purpose of signing the (YA 8.277) TB Screening Certification Form or any other document which requires the signature of a licensed physician.
- All volunteers shall be required to furnish the Department with a certificate prior to assuming their volunteer duties that they have been examined and found to be free of TB in an infectious or contagious state.
- CYA agrees that Tuberculosis testing of all Bargaining Unit 6 members will be accomplished prior to July 30, 1994. CCPOA will be provided all Institutional and Parole testing schedules.

**CDC  
BLOODBORNE PATHOGEN CONTROL PLAN**

This Agreement represents the conclusion to the negotiations regarding the Bloodborne Pathogen Control Plan. This Agreement is an addendum to the master agreement between the State of California and CCPOA which expires on June 30, 1995. This agreement shall be effective upon signature.

1. The Hepatitis (B) vaccine series will be available to all Unit 6 classification of exposure list 1 and 2 by December 1, 1993.
2. The State agrees to reimburse all employees for receipted reasonable and necessary costs limited to medical care not to exceed \$150 for the Hepatitis (B) vaccine series not reimbursed by their insurance carrier.
  - These costs must have been incurred between July 6, 1993 and October 1, 1993.
3. The State agrees that CCPOA will have a seat on every exposure control committee.
4. Employees will receive instruction as determined by management and in accordance with SB 198 regarding clean up procedures of body fluid spills. Employees will receive this training as part of the annual Bloodborne Pathogens training.

5. The State agrees that CCPOA will be provided a copy of all HCSD directives on exposure control. A copy of the directives will be forwarded to the CCPOA Sacramento office to the attention of the Chief Administrative Officer. This does not alter the notice process required by the MOU. "Directives" for purposes of this section includes all updates, deletions, or additions on the exposure control plan product recommendations or training modules.
6. The State agrees that the Exposure Control Committee will review exposures to bloodborne pathogens on a quarterly basis.
7. CDC agrees, that, in conjunction with the local chapters of CCPOA, management at the various facilities will test current supplies of Personal Protective jumpsuits to ensure that the jumpsuits are impervious to penetration by liquids. CDC also agrees to issue a recommendation to all institutions, community correctional centers, parole regions and other CDC facilities listing manufacturers of personal protective equipment which are available in appropriate sizes.
8. The State, HCSD, agrees to recommend cleaners and disinfectants which effectively kill bloodborne pathogens and which describe the situations in which each Agent is to be utilized so as to be safe and effective. These recommendations will be updated as technology improves and new products become available. These recommendations will be forwarded to all facilities and CCPOA headquarters. CCPOA will also receive copies of all updates of these recommendations.
9. The State agrees that CCPOA Chief Job Stewards, Job Stewards, Field Representatives, Legal staff of Chief Administrative Officer shall have the right to inspect the implementation of this bloodborne pathogens agreement and the bloodborne pathogens exposure control plan. With reasonable notice, this inspection will include access via a tour as to where safety equipment is stored, the proper markings for said storage of equipment, a review of local training material that may be used to update staff awareness, and any other relevant material.
10. CDC agrees to provide to employees who have been contaminated with a potential bloodborne pathogen the ability to shower at the worksite. CDC also agrees to provide the employee, who is returning to work, with a change of appropriate custody clothing to be determined by the institution. Nothing in this agreement will be construed to require the State to construct any new shower facilities.
11. The State agrees to recognize those human body fluids identified by the Center for Disease Control as potentially infectious materials.
12. CDC agrees to maintain face shields, as determined by management, in high risk areas, i.e., SHU, PHU, psychiatric units, Ad Seg, etc.

If there is an existing local practice as to the specific type of safety equipment, that will continue.

CDC agrees that the equipment will be accessible to Unit 6 members who work in these areas.

13. The State agrees to provide an ample supply of one-way valves for CPR on every housing unit.
14. The State agrees to provide syringes with needle guards to all facilities as they become available. As the stock of syringes without guards is used at facilities, these will be replaced with syringes with needle guards.
15. Any Unit 6 member that comes in contact with a human body fluid identified by the Center for Disease Control as a potential infectious material, shall be seen and evaluated by appropriately trained and/or licensed medical staff determined by management. This evaluation and review by medical personnel will take priority over the gathering of evidence, report writing and other non-emergency issues and/or duties.
16. CDC agrees to establish guidelines for use by medical staff when counseling employees. The guidelines will include a list of prohibitions regarding the questioning of employees concerning their personal life style.
17. The State agrees that the following procedures are to be adhered to for the access and/or release of employees' medical files/medical information:
  1. medical information will only be accessible to a licensed health care professional or designee, i.e., CMO secretary.
  2. any non-licensed health care professional requesting access and/or medical information will be required to provide a signed medical release of information form from the affected employee.
18. CDC agrees that all information generated as a result of Unit 6 exposure to bloodborne pathogens and any related testing and evaluation, except for x-rays, will be stored in the employee's medical file and that file will be stored in a secure location that is inaccessible to inmates.
19. CDC agrees that if any PA requests to see his/her medical file, a request for medical information shall be forwarded to the custodian of the P&CSD medical files. The employee's medical file will be copied and mailed to the employee's personal residence or physician if requested.

**CDC  
TUBERCULOSIS TESTING**

This Agreement represents the conclusion to negotiations concerning employee Tuberculosis testing. This Agreement is an addendum to the master agreement between the State of California and CCPOA which expires on June 30, 1995. This Agreement shall be effective upon signature.

1. CDC agrees that TB testing of Unit 6 members will be accomplished prior to February 1, 1994. CDC agrees that TB testing of Unit 6 members assigned to P&CSD will be accomplished prior to February 28, 1994.
2. CDC agrees that each institution will meet locally with the CCPOA Chapter Presidents. These discussions will deal with each institution's plan for TB Testing.



These discussions will permit input from the local chapter. Any agreed upon plans should be shared with the local membership.

3. Prior to staff TB testing, CDC agrees to notify all employees of their legal obligations under Senate Bill 910 (Calderon). Notification will be provided by paycheck stuffers, posters and any other means appropriate. Copies of all notification materials will be provided to CCPOA headquarters.
4. CDC agrees to distribute self-education materials on TB prevention and practices to all employees prior to staff testing. These materials will contain a self-test and a contact person for further questions. The self-test will be completed and returned by each employee prior to TB testing. Each employee will receive one hour of IST credit for completing the self-test.
5. CDC agrees that for those employees who opt to have the TB testing and evaluation performed at the worksite or designated location, it will occur on State time. For employees who choose to see their private physician, the test and evaluation will be on the employees' own time.
6. CDC agrees that no inmates will be involved in any phase of chest x-rays for Bargaining Unit 6 staff.
7. CDC agrees that all Bargaining Unit 6 chest x-rays will be stored in a secured area to ensure confidentiality. This secured area may be in the CMO's office, or other appropriate place.
8. CDC agrees to develop a procedure to ensure notification to the parole unit of the parolee's TB status and current medications prior to his/her release. This will be completed within 45 days from date of agreement.
9. To further clarify the procedures for the reading of Unit 6 members' x-rays, CDC agrees to follow accepted medical protocol for the reading of chest x-rays.
10. CDC agrees to initiate a case contact investigation within three work days of knowledge of a source case.
11. CDC agrees that it will not routinely oppose a finding of job-relatedness for employees who manifest TB infection or disease.
12. CDC agrees to provide SCIF Form 3301 to all Bargaining Unit 6 employees immediately upon testing positive to his/her PPD and upon receipt of said 3301, complete and submit SCIF Form 3067 as required by the Labor Code.
13. CDC agrees that no inmates/parolees will be allowed in any area where TB testing and evaluation of employees is occurring.
14. CDC agrees that no employee will receive a Notice of Adverse Action prior to receiving counseling about the employee's responsibilities under the staff TB testing law (SB 910). The employee will have a right to representation at this counseling and this counseling will occur immediately, or as soon as possible thereafter, after the employee's refusal to comply with any requirements of SB 910. In any case, the counseling will occur prior to the initiation of any part of the investigative process.

15. CDC agrees that the only CMO permitted to override an employee's personal physician certification that the employee is free of infectious TB is the CMO of the Public Health Section.
16. CDC agrees to establish guidelines for use by medical staff when counseling employees. The guidelines will include a list of prohibitions regarding the questioning of employees concerning their personal life style.  
  
CDC agrees to provide CCPOA headquarters with a copy prior to issuance.
17. CDC agrees that no Unit 6 member will be tested or evaluated for TB infection or disease more frequently than required by law or official regulation, unless there is a reasonable medical justification for the test/evaluation.  
  
Prior to any such test/evaluation (other than the required testing), CDC agrees to give written notice to the affected employees and the CCPOA local Chapter President. If a group of employees is to be tested/evaluated, a copy of this letter to the Chapter President will also be sent to CCPOA headquarters to the attention of the Chief Administrative Officer. This notice will state the reason(s) for the test/evaluation. This notice is an information sharing process and not to be considered as defined under Section 19.01 of the current MOU.  
  
If CCPOA has a problem or concern as to the testing, the employer agrees to meet with CCPOA concerning their concerns.
18. CDC agrees that all information generated for TB staff testing on employees, except chest x-rays will be stored in the employees medical file and that file will be stored in a secured location that is inaccessible to inmates.
19. CDC agrees that if any PA requests to see his/her medical file, a request of medical information request shall be forwarded to the custodian of the P&CSD medical files. The employee's medical file will be copied and mailed to the employee's personal residence or physician, if requested.
20. CDC agrees to furnish protective equipment deemed appropriate by the Department to PAs for use when handling parolee TB cases.  
  
This equipment will be available for storage in PA's car and in unit offices/complex.
21. CDC agrees that the following procedures are to be adhered to for the access and/or release of employee's medical files/medical information:
  1. Medical information will only be accessible to a licensed health care professional or designee, i.e., CMO's secretary.
  2. Any non-licensed health care professional requesting access and/or medical information will be required to provide a signed medical release of information form from the affected employee.

22. CDC agrees that once an inmate is identified to have infectious TB, that inmate will, as soon as possible, be appropriately housed in a negative air flow cell. If no such cell is available, the inmate will be transported to an appropriate facility. CDC also agrees that once an inmate is identified to have infectious TB, that employees will immediately be informed to take universal precautions.
23. CDC agrees that transportation teams will be specifically advised as to the appropriate respiratory precautions to take when dealing with an inmate who is identified with an infectious airborne disease.
24. CDC agrees that for the testing of all Unit 6 PAs, that this testing will be done on state time. CDC further agrees that PAs, while on the state clock, will be allowed to use their state-issued vehicle for transportation to any test site.  
  
It is further agreed that in the event that a PA chooses to have an x-ray at a CDC institution, the parole administrator will be responsible for the scheduling of said test, as well as providing the opportunity for the PA to have this x-ray performed on state time.
24. If an employee so requests, his/her chest x-ray will be sent to the employee's personal physician for a second reading. The normal procedures and protocols for the mailing and sharing of x-rays will be followed.

**CDC  
HIV POSITIVE MAINLINE POLICY**

This Agreement represents the full and complete agreement between CCPOA and the CDC regarding the HIV positive mainline policy. This Agreement is a separate agreement between the State of California and CCPOA covering Bargaining Unit 6 and shall be effective upon approval and signature of the appropriate DPA Labor Relations Officer and will expire on the same date as a successor to the 1989-91 Memorandum of Understanding.

1. CDC agrees to provide Protective Personal Equipment (PPE) for Unit 6 members who come into contact with identified HIV positive infected inmates.

The PPE kit will contain, at a minimum the following:

1. 10 mm latex gloves
2. body-fluid-resistant jump suit with:
  - a. hood
  - b. booties
  - c. suit
3. goggles
4. mask

As the technology changes and improvements to this kit are available, CDC will provide the most up-to-date and safe equipment in these kits.

Mouthwash, eyewash and medical face shield with appropriate head apparatus will be provided separately.

The location of the PPE, including the mouthwash, eyewash and medical face shield, will be discussed at the local level between CCPOA and the appropriate institution management. These discussions will be designed to deal with the storage of these kits within housing units and other areas of the institution in which HIV positive inmates have access.

2. CDC administration will provide cleanup kits for each housing unit, tier, dormitory, and any work areas in which HIV positive inmates may be assigned. Supervisors will be responsible for maintaining the supply of additional cleanup kits at the central location to be locally discussed between CCPOA and institution management. Cleanup kits will contain at the minimum the following items:

1. 10 mm latex gloves
2. body-fluid absorbing material
3. disposable bag for used absorbent material
4. scoop
5. red infectious disease bag for disposal of all articles in kit
6. hand wash solution or towelettes (germicide type)
7. germicidal cleaner and deodorant

Additionally, common areas of the institution such as visiting, dining room, and yards will also have a substantial number of these cleanup kits.

In the event inmates are used to clean up body fluid spills, the following procedures must be adhered to:

1. there should be only two inmates per staff supervisor
2. said inmates must be fully trained under SB-198
3. said inmates must be under direct supervision from conception to completion of the clean up of the body fluid spill through the disposal of the bio-hazardous waste

As the technology changes and improvements to this kit are available, CDC will provide the most up-to-date and safe equipment in these kits.

The cleanup kits will not be used on crime scene situations until approved by institution supervisors or managers.

3. CDC administration agrees to provide for all inmate transportation vehicles a sufficient number of the PPE kits for all employees assigned to the vehicle. Additionally, CDC will provide at a minimum two cleanup kits for each vehicle used in inmate transportation.

On CDC buses, these numbers will increase appropriately for the number of staff assigned on a bus.

4. Signs shall be placed at strategic locations throughout institutions housing identified HIV infected inmates to advise employees to take universal precautions in compliance with Health and Safety Code Section 199.99. Any Unit 6 staff who work in those areas containing an identified HIV infected inmate, whether it be in the housing unit or work area, shall have access to the weekly updated list of known HIV positive inmates as stated in Health and Safety Code Section 199.99.
5. Whenever an employee has an unprotected contact with bodily fluids, the employee shall be entitled to counseling. This counseling shall be done in a confidential manner and shall include at least information on the potential for HIV exposure, testing options, and precautions to be taken by the employee in the event transmission has occurred. The employee also shall be entitled to post-trauma services.

CDC administration will provide a minimum of two (2) hours training of initial HIV positive formal IST class to twelve (12) institutions which are now implementing the HIV positive mainline agreement. This training will consist of:

- a. One hour of instruction — video and live — hands-on at least in the following: "Basic AIDS 101"; precautions to be used in daily work activities to avoid exposure to HIV; hands-on dealing with identified HIV positive infected inmates; and, laws governing involuntary HIV positive anti-body testing of inmates (Health and Safety Code Section 199.95 et al).
- b. One hour of instruction--video and live on at least in the following: Universal precautions; use of Personal Protective Equipment (PPE), including practice in putting on, taking off, and disposal of PPE; use of body fluid cleanup kits, including a demonstration of use; proper body and cell search; and, what to do in the event of exposure to body fluids.
- c. The training materials will consist of the modules developed and used at CMF and or other appropriate materials as approved by the Department and reviewed by CCPOA.
- d. For CMF, CIW, CIM, CMC, San Quentin and Corcoran, this training will be provided as an annual refresher. This training will be given to each of these institutions thirty (30) days after implementation of this new program.
- e. For CRC, CCWF, CCI, RJD, DVI, and WSP, this training will be given prior to implementation of the HIV positive housing policy and as a refresher course thereafter annually.

This training will be made mandatory and standardized for academy department-wide use subject to approval of CCPOA and the Joint Apprenticeship Committee.

7. CDC administration agrees to participate in an information sharing program with CCPOA wherein the Chief Medical Officer (CDC) will prepare on a quarterly basis an informational article and send said article to the Peacekeeper. This Article will detail the scientific advances in the area of HIV research. This Article will further provide information on the most up-to-date means in which correctional staff can use common sense and appropriate safety equipment to protect them from exposure to the HIV virus.

CDC further agrees that this Article can also be a means by which new and up-to-date information concerning infectious diseases in general is distributed to the bargaining unit membership.

8. CDC agrees that every officer, MTA, and Correctional Counselor who comes into contact with an identified HIV positive infected inmate will be issued to the above-named COs an appropriate supply of 10 mm latex gloves and the appropriate carrying equipment.

At the institutions that are new to the HIV positive infected inmates policy, this supplying of the latex gloves and appropriate carrying equipment will be done at the training the Unit 6 staff receive prior to the activation of this program. At the institutions which are carrying on their HIV positive housing policy, this issuance will occur as the local dialogue directs.

It is the responsibility of the supervisors at these institutions to maintain and assure that each CO has an appropriate supply of latex gloves available. The availability and location of these gloves will be worked out during the local dialogue.

9. CDC agrees that known HIV positive inmates will be tested with the Purified Protein Derivative once a year. Secondly, because of the nature of the inmates' illness, the Department will chest X-ray at least once a year each identified HIV positive inmate.
10. CDC agrees that transportation teams and officers assigned to outside hospitals, clinics and infirmaries will be specifically advised as to the appropriate universal precaution to take when dealing with an inmate who has an infectious disease.

This knowledge of the specific universal precaution will be passed on to relief shifts as they take over responsibility for either transportation or watching inmates housed in one of the above-mentioned areas.

11. CDC agrees that as the negotiations on other infectious diseases take place, issues related to the HIV positive Mainline housing of inmates table may cause the HIV positive negotiated agreement to be amended.

These amendments would be the result of Tentative Agreement reached at the Infectious Disease Negotiations.

12. With advance notice of no more than twenty-four (24) hours, CDC agrees that CCPOA, Chief Job Stewards, Job Stewards, Field Representatives, Legal Staff, or Chief Administrative Officer, have the right to inspect the implementation of this HIV positive housing policy. This inspection will include access via a tour as to where safety equipment is stored, the proper markings for said storage of equipment, and a review of local training materials that may be used to update staff's awareness of this serious problem.
13. CDC agrees that at each institution housing known HIV positive infected inmates, they will develop a procedure that deals with the emergency care, transportation and other life-saving techniques to cover the HIV positive infected inmates when in need.

This will include specific requirements as to who is responsible for the administering of life support practices; to include CPR, breathing enhancers, and other medical procedures to help in life-threatening situations.

Once this local policy is developed through meetings with the local chapter, it will be incorporated into the training for the new institutions in the HIV positive housing project.

For those institutions which already house known HIV positive inmates and have said support system developed, in the refresher training given these procedures will be enunciated.

Chapter Presidents at the impacted institutions are encouraged to review the policies that are developed, and at the new institutions work with the local administration in developing said policies.

## APPENDIX ITEM #14 — ADDENDUM TO SECTION 16.04

### CDC SMOKING POLICY

This Agreement represents the full and complete understanding of the parties at the conclusion of the negotiations completed on November 29, 1993 regarding CDC's implementation of the Administrative Bulletin - Smoking Policy.

1. The State will post "No Smoking" signs in the outside areas where smoking is prohibited.
2. In the event legislation is introduced to ban tobacco products for the inmates, the Department agrees to duly consider supporting such a bill.
3. It is the intent and expectation of the Department and CCPOA that effective Corrective Action will be taken prior to any Adverse Personnel Action (APA) for violation of the Department's smoking policy.

Therefore, as part of the State's process of progressive discipline, an employee who violates the Department's AB on smoking policy will be offered the opportunity to receive medical treatment and/or counseling for smoking cessation.

This offer will be made prior to any referral for APA for the employee's first documented violation (i.e., Employee Counseling Record or LOI). Other means of effecting corrective action shall be evaluated and documented; including, but not limited to, an assignment which will allow the employee access to a smoking area.

Additionally, this offer only applies to the first documented violation of the smoking policy itself, i.e., Willful Disobedience/smoking in an unauthorized area. However, in the event the employee's behavior warrants charges of Insubordination, Discourteous Treatment of the Public, Other Failure of Good Behavior, etc. or it is the employee's second violation of the smoking policy, he/she may be subject to APA.

If the employee requests a change in job assignment to facilitate the corrective action, and the Department cannot grant the change within 21 calendar days of the employee's request, then the employee will be given a written explanation as to the reason(s) why his/her reassignment request cannot be granted.

After the first opportunity for medical treatment or counseling, APA will not be held in abeyance for subsequent violations.

In those geographical areas where the Employee Assistance Program (EAP) cannot provide the required service (smoking cessation programs) and the employee's medical insurance does not cover such services, then In-Service Training (IST) funds will be made available to reimburse the employee for fees paid for a cessation program. The maximum reimbursement shall be fifty dollars. If the smoking cessation program is only offered during the employee's normal working hours, Holiday Time Off (HTO) or vacation time shall be granted so the employee may attend the smoking cessation program.



4. The Department agrees to include smoking cessation in the IST programs. The Department will ensure that all instructors of the smoking cessation programs are vendor qualified, e.g. American Lung Association, Cancer Society.
5. Bachelor Officers' Quarters at the institutions, will be considered "Primary Place of Residence" for employees when the employee becomes a tenant by "paying rent" for use of such facilities. Nothing in this agreement may be construed as a waiver of any rights or privileges under existing DPA rules relating to moving, relocation or per diem and the Unit 6 Memorandum of Understanding, Article XIV, Section 14.01.
6. The Department will issue a letter (memorandum) emphasizing the Department's commitment and intent to enforce the guidelines outlined in the AB. This memorandum will be signed by the Director.
7. The Department agrees that all inmates will only be allowed to smoke tobacco products on prison yards and, except for safety and security considerations, some yards may be designated no smoking, e.g., administrative segregation, security housing units.
8. The Department agrees to develop enforcement policies and procedures regarding inmate visitors and members of the public for violation of the Department's smoking policy.  
  
The Department agrees not to punitively job change smokers into a job assignment where they do not have the ability to smoke.
10. Prior to enforcing the AB regarding the Department's smoking policy, each local administration will present the new smoking policies and procedures in On-the-Job training classes. These classes will include the details to this negotiated agreement and the AB, as they relate to employee expectations for compliance and enforcement of the smoking ban.
11. CCPOA will be allowed to review the Unit's Disciplinary logs and the institution's Register of Institution Violations, upon request. Additionally, upon request, copies will be provided the local CCPOA representative.
12. The parties agree that the term "building" means indoor, enclosed areas. Breezeways such as 270/180 design (for example the breezeway at New Folsom that separates the Level IV yard and the Level III yard) are not considered a building.
13. The following is to clarify the recently issued CDC's smoking policy which prohibits smoking in state-owned or leased buildings; within five feet of entrances and exits of such buildings or space; and in state-owned or leased passenger vehicles. The smoking policy does not prohibit Parole and Community Services Division employees from utilizing other designated smoking areas within a leased building or complex where employee access to the smoking area is not restricted by other tenants within the building.

This Agreement represents the full and complete agreement of the parties regarding the implementation of the Department's Administrative Bulletin - Smoking Policy.

## **APPENDIX ITEM #15 — CYA Field PA Workload**

This Agreement constitutes a complete and full understanding between the Parties (CCPOA and CYA) regarding the following concerns for CYA Field PAs. The term of this Agreement is from the moment of signing by each party through June 30, 1996, or expiration of the successor Memorandum of Understanding (MOU) of the present 1992-1995 Memorandum of Understanding (MOU), whichever is later.

- Cases that go into custody or on to missing status should have case count credit calculated at 1.0 after 30 days, with the exception of M-Cases.
- Administrative caseloads will be assigned to the ASPA. Emergency/crisis situations (e.g. violations) will be distributed on a rotational basis to case carriers currently below caseload maximum. Telephonic contact for this caseload will be handled by the ASPA, when available.
- Community Assessment Report (CAR) in all cases will be revisited. Scott Pierce agrees to present the issue for discussion at the next scheduled PA III Inter-branch Committee North meeting. In the interim, existing policy remains in effect. Management agrees to inform CCPOA by September 1, 1995 of the recommendation regarding this matter.
- In covering cases for Agents who are out on extended sick leave, high service/high risk cases will be equitably distributed to other PAs within the Parole unit. Agents receiving redistributed cases will not exceed the case credit maximum. The remaining cases will be placed on an administrative caseload.
- In order to address the parolee traffic and safety problem in the Stockton office, management agrees to form a small committee to address the concerns of Stockton Parole Office staff. The committee will have a report due date of October 1, 1995. The committee shall include one statewide CYA Field Parole Chapter representative, one local Field Parole Chapter representative, and one CCPOA Field representative.
- All staff have the option to request the reduction of their time base. Management will determine, based on operational need, the efficacy of requests. Permanent half-time employment and job sharing is optional at the discretion of management.
- All Field Parole offices will routinely receive facsimile notification of Field PA vacancies (existing and/or newly created). Vacancies filled by management due to hardship or employee right of return will be designated on the notice form.
- CCPOA will be provided by September 1, 1995 or sooner the policy and procedures created to increase the cooperative efforts between YTS and PAs concerning housing for parole violators.
- Management agrees to provide automation software and to purchase compatible computer equipment for PS&CC Branch automation. A pilot program (PRISM) is currently in effect in two parole offices. Specific form formats will be provided via the regional automation committees to all parole offices.
- By January 1, 1996, management agrees to issue to all Field PAs departmentally approved pepper spray.
- Regional Administrators will reinforce the Department's intolerance for retaliation against PAs who file a grievance at the next Supervising PA meeting.
- Each PA shall submit to the supervisor for approval a monthly work schedule one week prior

to the beginning of each month. A PA's work schedule will not arbitrarily be denied because it does not include a weeknight or because the schedule reflects a start time before 7:00 a.m. or a stop time after 8:00 p.m.

- Once a supervisor approves deviations from casework standards, an office audit shall not be cause for an agent to receive discipline whether formal or informal.
- PA II Specialists are not the routine back up for sex offender caseload. Routine back up will be assigned to the ASPA or the OD when the ASPA is not available.
- Management agrees that student interns will not independently have case supervision responsibilities. Student interns may assist case carrying PAs in the performance of the Agent's duties under the Agent's direct supervision.
  - Student interns are not to make independent field contacts.
  - Student interns are to provide only support services.
  - Student interns are not to take PA case books home.

### **List B**

PAs who regularly perform the following assignments will not be given case credits beyond 52:

- 1) Special programs; i.e., Academic programs; Parenting, Drug Abuse and Counseling, etc.
- 2) Institution Pre-Parole Classes
- 3) Gang Information Co-ordinator
- 4) Public Speaking/Job Fairs

Any and all additional parolee self-help groups, educational programs and/or community public relation projects.

These assignments shall be made by the following progressive procedure:

- 1) Announce the need for a volunteer at staff meeting
- 2) Approach Agents individually to **determine** interest
- 3) Assign an Agent with the understanding that they can decline
- 4) Make the assignment to the least senior Agent in the office who is not already carrying a secondary assignment.

Management agrees to free up PA time on their OD day by 1) developing uniform prioritized parole office clerical telephone answering procedures (rather than routinely sending most incoming calls to the OD), and 2) developing the use of Voice Mail.

**PS&CC**  
**General Policy**

To the extent possible, PA caseloads shall be balanced. Toward this end, Supervising or Assistant Supervising PAs will schedule caseload assessments during routine case conferences no less than quarterly. The following caseload assessment procedure will be utilized in maintenance of parole unit workload balance.

**Step #1** Determine the total number of each case "type" and multiply that number by the case type "multiplier."

**Case Type Count x Multiplier = Case Type Credit Total**

**Step #2** Add all case type credit totals for the caseload "case credit" total.

"x" Case Type Count x Multiplier = Case Type Credit Total

"y" Case Type Count x Multiplier = Case Type Credit Total

"z" Case Type Count x Multiplier = Case Type Credit Total

Total Caseload Credit (52, + or -5)

The assigned multiplier value for each case type is determined through dividing the standard or "base" caseload of 52 by the approved number of cases per caseload for that type of case (e.g., the LEAD multiplier value is 3.5, or 52/15). Case count and multiplier values for designated case types are identified in the following table.

<b>CASE TYPE</b>	<b>CASE COUNT</b>	<b>MULTIPLIER</b>
Intensive Re-Entry	15	3.50
EEPRP	15	3.50
LEAD (PA I)	15	3.50
Specialized (PA II)	30	1.75
Case Management/Z Cases	52 (base)	1.00
M-Case	70	.75
Substance Abuse Cases/GSP Pure Caseload	25	2.10

The procedure allows for mixing of differing types of cases (e.g., M-Cases, and Specialized PA II) and cases assigned to programs with reduced case count assignment levels (e.g., LEAD and EEPRP). In establishing and maintaining caseload equity, a deviation from the base 52 of plus or minus five (5) "cases" is acceptable, in consideration of periodic parole unit case count fluctuations and operational requirements.

Only PA II Specialists will receive 1.75 multiplier credit for CYA commitment cases designated "specialized." When other case types are included in a PA II Specialist caseload, the multiplier credit assigned those case types will be granted (see example Caseload No. 2).

Quarterly caseload reconciliation may include one or more of the following adjustments:

Provide overtime in accordance with PSM 2040 and Article 11.11 of the Collective Bargaining Agreement between the State and CCPOA. Any changes to 11.11 shall be reflected/applicable to the Agreement.

Fill vacant positions and/or new positions in a timely manner.

Reduce workload by reclassifying appropriate cases from Intensive Re-entry to Case Management so that "case count" is 57 or less. (LEAD and EEPRP Program cases may not be reclassified.)

Reduce workload by lowering service/contract level on appropriate Case Management cases. (This action does not impact "case count" reduction, but may be the only short term option available in remote "resident Agent" locations.)

Redistribute cases to an administrative caseload (when the case carrying Agents are at caseload maximum) in the following order: Institutional Escapees, INS cases, Missing, Minimum Service Designated or In-Custody cases, Case Management cases, within parole unit, preferably at appropriate casework transaction points.

### EQUITABLE CASELOAD EXAMPLES

	CASE TYPE	CASES	MULTIPLIER	CASE CREDIT
Caseload #1	Intensive Re-Entry	6	3.50	21.0
	LEAD	2	3.50	7.0
	Case Management	28	1.00	28.0
				Total 56.0
Caseload #2	Intensive Re-Entry	3	3.50	10.5
	Specialized (PA II)	20	1.75	35.0
	M-Cases	12	0.75	9.0
				Total 54.5
Caseload #3	Intensive Re-Entry	5	3.50	17.5
	EEPRP	5	3.50	17.5
	LEAD	3	3.50	10.5
	Case Management	6	1.00	6.0
	Z-Case	1	1.00	1.0
				Total 52.5

**The parties agree to insert the following letter into this appendix:**

Department of the CYA  
4241 Williamsborough Drive  
Sacramento, California 95823  
Telephone (916) 262-1447 TDD: (916) 262-2913  
California Relay Service (800) 735-2922  
Web Site: www.cya.ca.gov.

March 6, 1998

Mike Jimenez, Executive Vice President  
Louie Adame, State CYA Vice President - CYA Rank and File  
California Correctional Peace Officers Association  
755 Riverpoint Drive, Suite 200  
West Sacramento, California 95605-1634

Re: September 14, 1995 PS&CC Agreement (Appendix #15, 1998 MOU)

Dear Messrs. Jimenez and Adame:

This correspondence is to confirm the understanding of the Department of CYA (DYA) and the California Correctional Peace Officers Association (CCPOA) regarding the above noted agreement. It is my intent that this letter serves to codify the further understandings reached during the meeting attended by the two of you, Director Frank Alarcon, and myself on February 19, 1998.

Specifically, the enclosed agreement (Attachment 1) dated September 14, 1995, represents the resolution of Field Parole Agent issues presented by CCPOA and concerning the Parole Services and Community Corrections (PS&CC) Branch. This agreement is comprised of two distinct sections. The first section of the agreement involves operational issues mentioned on pages 1-3. Starting in the middle of page 3 and entitled "PS&CC General Policy" and ending on page 5 (signature page) is Section 2.

Items agreed to under Section 1 are a result of bargaining sessions held under the authority of Section 19.01 of the currently expired Memorandum of Understanding (MOU). Therefore, the interpretation, application, and enforcement of these items are subject to the MOU's grievance procedure and arbitration.

Items under Section 2 of the agreement represent current PS&CC Branch policy (see Attachment 2) and, therefore, are grievable up to Step 3 of the grievance procedure pursuant to Section 6.02 (b) of the MOU. It is further agreed that if the Department changes the "PS&CC

General Policy,” as contained in Section 2 of the agreement, a notice letter will be sent to CCPOA, and if requested, negotiations will ensue over the impact of the change.

I am confident that the above represents a clear and concise understanding of the intent of Appendix #15 and the discussions held last month. As I have stated in the past, I appreciate your efforts and the cooperation of your organization to clarify the intent of the September 14, 1995 agreement.

Sincerely,

(Signed by Dennis Kellogg for Timothy J. Mahoney)

Timothy J. Mahoney, Assistant Director  
Labor Relations/Employee Assistance/Safety Office

Enclosures

cc: F. Alarcon (w/att)

D. Gilb - DPA (w/att)

D. Kellogg (w/att)

#### **APPENDIX ITEM #16 – ADDENDUM TO SECTION 11.11**

##### **CYA 28 Day Work Periods**

A.	06/13/99	-	07/10/99
B.	07/11/99	-	08/07/99
C.	08/08/99	-	09/04/99
D.	09/05/99	-	10/02/99
E.	10/03/99	-	10/30/99
F.	10/31/99	-	11/27/99
G.	11/28/99	-	12/25/99
H.	12/26/99	-	01/22/00
I.	01/23/00	-	02/19/00
J.	02/20/00	-	03/18/00
K.	03/19/00	-	04/15/00
L.	04/16/00	-	05/13/00
M.	05/14/00	-	06/10/00
N.	06/11/00	-	07/08/00
O.	07/09/00	-	08/05/00
P.	08/06/00	-	09/03/00
Q.	09/04/00	-	09/31/00
R.	10/01/00	-	10/28/00
S.	10/29/00	-	11/25/00

### **CYA 28 Day Work Periods**

T.	11/26/00	-	12/23/00
U.	12/24/00	-	01/20/01
V.	01/21/01	-	02/18/01
W.	02/19/01	-	03/18/01
X.	03/19/01	-	04/15/01
Y.	04/16/01	-	05/13/01
Z.	05/14/01	-	06/10/01
AA.	06/11/01	-	07/08/01

### **CDC 28 Day Work Periods**

A.	06/14/99	-	07/11/99
B.	07/12/99	-	08/08/99
C.	08/09/99	-	09/05/99
D.	09/06/99	-	10/03/99
E.	10/04/99	-	10/31/99
F.	11/01/99	-	11/28/99
G.	11/29/99	-	12/26/99
H.	12/27/99	-	01/23/00
I.	01/24/00	-	02/20/00
J.	02/21/00	-	03/19/00
K.	03/20/00	-	04/16/00
L.	04/17/00	-	05/14/00
M.	05/15/00	-	06/11/00
N.	06/12/00	-	07/09/00
O.	07/10/00	-	08/06/00
P.	08/07/00	-	09/03/00
Q.	09/04/00	-	10/01/00
R.	10/02/00	-	10/29/00
S.	10/30/00	-	11/26/00
T.	11/27/00	-	12/24/00
U.	12/25/00	-	01/21/01
V.	01/22/01	-	02/18/01
W.	02/19/01	-	03/18/01
X.	03/19/01	-	04/15/01
Y.	04/16/01	-	05/13/01
Z.	05/14/01	-	06/10/01
AA.	06/11/01	-	07/08/01



**APPENDIX ITEM #17 - Witness Admonishment**

STATE OF CALIFORNIA  
**WITNESS ADMONISHMENT –  
 ADMINISTRATIVE INVESTIGATION**

DEPARTMENT OF CORRECTIONS  
 OFFICE OF INTERNAL AFFAIRS

CDC Case Number:	
Interviewer:	Title:
Witness:	Title:
Authorized by (DA/AG or prosecuting authority):	
Start Time	End Time
Others Present:	

The date is \_\_\_\_\_ and the time is \_\_\_\_\_. This is an administrative investigation into allegations of (*scope*) being conducted by the Office of Internal Affairs. You are not the subject of this investigation but have been identified exclusively as a witness.

This interview is being held at \_\_\_\_\_.

This inquiry is being tape recorded to preserve an accurate record of the issues being discussed.

The following individuals are present for this interview (*each individual is to identify him/herself on tape stating full name, job classification and place of employment*).

You are being ordered to cooperate fully in this investigation, and to make full, complete, and truthful statements. As such, you do not have the right to refuse to answer questions regarding your knowledge of information pertaining to the above allegations. **Your failure to answer any questions completely and accurately or any type of evasion, deception or intentional distortion of material facts on your part may constitute insubordination and may lead to disciplinary action up to and including termination.**

**As a result of your participation in this interview neither your statements nor any information or evidence gained as a result can be used against you in any criminal or administrative proceedings, including adverse action.**

Further, the Department ensures that you will not receive any form of adverse action due to your involvement, conduct or failure to act in the events described in the scope of this investigation. You are entitled to a representative during this interview if requested. Your representative must be secured within a reasonable period of time so as not to delay the investigative process. You are entitled to tape record this interview. However, the tape-recorded copy of your interview will be kept in an envelope jointly sealed by participating parties and kept in the investigative file. The tape will be made available to you in advance of any subsequent interview regarding the

same or related subjects, and will be provided to you on request after the investigation has been concluded.

Your representative may participate in the interview, may ask to have questions clarified, may suggest that you give more complete answers, may object to questions outside the announced scope of the investigatory interview, and may object to what they believe is harassment of you. However, your representative cannot impede the progress of the interview, nor can they direct you not to answer any of the questions asked of you.

Until the investigation is completed, you are directed not to discuss the information discussed during this interview with anyone other than your attorney or representative. A violation of this directive may be considered insubordination and could be cause for referral for disciplinary action up to and including dismissal.

Do you understand this admonishment and order? Do you have any questions?

---

Witness Signature

---

Date

---

Investigator's Signature

---

Date

STATE OF CALIFORNIA  
**WITNESS ADMONISHMENT –  
 CRIMINAL INVESTIGATION**

DEPARTMENT OF CORRECTIONS  
 OFFICE OF INTERNAL AFFAIRS

CDC Case Number:	
Interviewer:	Title:
Witness:	Title:
Authorized by (DA/AG or prosecuting authority):	
Start Time	End Time
Others Present:	

The date is \_\_\_\_\_ and the time is \_\_\_\_\_. This is a criminal investigation into allegations of (*scope*) being conducted by the Office of Internal Affairs. You are not the subject of this investigation but have been identified exclusively as a witness.

This interview is being held at \_\_\_\_\_.

This inquiry is being tape recorded to preserve an accurate record of the issues being discussed.

The following individuals are present for this interview (*each individual is to identify him/herself on tape stating full name, job classification and place of employment*).

You are being ordered to cooperate fully in this investigation, and to make full, complete, and truthful statements. As such, you do not have the right to refuse to answer questions regarding your knowledge of information pertaining to the above allegations. **Your failure to answer any questions completely and accurately or any type of evasion, deception or intentional distortion of material facts on your part may constitute insubordination and may lead to disciplinary action up to and including termination.**

**As a result of your participation in this interview neither your statements nor any information or evidence gained as a result can be used against you in any criminal or administrative proceedings, including adverse action.**

Further, the Department ensures that you will not receive any form of adverse action due to your involvement, conduct or failure to act in the events described in the scope of this investigation. You are entitled to legal counsel during this interview if requested. Your legal counsel must be secured within a reasonable period of time so as not to delay the investigative process. You are entitled to tape record this interview. However, the tape-recorded copy of your interview will be kept in an envelope jointly sealed by participating parties and kept in the investigative file. The tape will be made available to you in advance of any subsequent interview regarding the same or related subjects, and will be provided to you on request after the investigation has been concluded.

Your representative may participate in the interview, may ask to have questions clarified, may suggest that you give more complete answers, may object to questions outside the announced scope of the investigatory interview, and may object to what they believe is harassment of you. However, your representative cannot impede the progress of the interview, nor can they direct you not to answer any of the questions asked of you.

Until the investigation is completed, you are directed not to discuss the information discussed during this interview with anyone other than your legal counsel. A violation of this directive may be considered insubordination and could be cause for referral for disciplinary action up to and including dismissal.

Do you understand this admonishment and order? Do you have any questions?

---

Witness Signature

---

Date

---

Investigator's Signature

---

Date

## **SIDELETTERS**

### **SIDELETTER #1 — Regarding “Drop”**

During the term of this Agreement, the parties agree to study Deferred Retirement Option Programs (DROP).

### **SIDELETTER #2 — Regarding Section 9.01 — Probationary Periods**

The State shall not institute a two (2) year probationary period for the term of this agreement.

### **SIDELETTER #3 — Regarding Section 9.13 D.3.D. – Substance Abuse**

The State employer agrees to meet with CCPOA to receive their input in developing various forms to be used in the Drug Testing Program.

### **SIDELETTER #4 — Regarding 10.02 And 15.12 — 998 Agreement**

It was agreed to at the discussions that management may implement CDC 998A under the following guidelines:

- The STD Form 634, Time Worked Report, will no longer be used at CDC and the CDC Form 998A will be used in its place.
- Employees whose attendance is captured by the PPAS system will be issued on payday a computer generated CDC Form 998A, attached to their pay warrant for each pay period. Employees will submit the fully executed form, including any supporting documentation necessary, to the PPAS Timekeeper by payday or no later than close of business the third working day of the following pay period. The CDC form 998A is required when any of the following leave credits are used during the pay period:

Bereavement Leave*	Catastrophic Time Recipient
Extended Military Leave*	Jury Duty*
Military Leave*	Non-Industrial Leave
Sick Leave (Self)	Sick Leave (Death)*
Sick Leave (Family)	Subpoenaed Witness**
On Workers Compensation	Any other Leave Credits used in Lieu of sick leave

\* Must include supporting document with the CDC Form 998A

\*\* Only for non-party or non-State subpoenaed witness

The computer generated CDC Form 998A will display only the last four digits of the employee's social security number.

- Employees whose attendance is not captured on the PPAS, such as Correctional Counselor

Is and IIs (Spec), MTAs, and Firefighters are required to manually complete a CDC Form 998A for all leave credits used and/or for all additional hours worked during the pay period. Employees will submit the fully executed form to Personnel by payday or no later than close of business the third working day of the following pay period. Upon inclusion of a new classification into the PPAS system, employees will comply with the agreement outlined for the automated CDC Form 998A.

- In instances where the employee fails to comply with the requirements outlined above, the CDC may initiate the Accounts Receivable procedures outlined in Section 15.12, Overpayment/Payroll Errors, of the Bargaining Unit 6 Memorandum of Understanding on or after the fifth working day of the new pay period.
- The current process in place at each institution regarding the submission of the attendance record will remain in place. At those institutions where no process is in place, a meeting will be held locally in order to develop quick and speedy procedures. A suggested procedure may be to return the CDC Form 998A to the custody timekeeper who will be required to submit the forms to personnel by the close of business the third working day.
- It is agreed that when employees have insufficient leave credits to cover an absence, CDC may charge off the leave in the following order without prior notification to the employee:

Insufficient Sick Leave	Holiday, Vacation, PLP, Excess, then Dock
Insufficient Vacation	Holiday, PLP, Excess, then Dock
Insufficient Holiday	Vacation, PLP, Excess, then Dock
Insufficient Excess	Holiday, Vacation, PLP, then Dock

CDC will provide a post notification to the employee informing them of the leave deduction.

NOTE: Section 10.02 B.4. allows employees with insufficient sick leave credits to use other leave credits providing there is no current Letter of Instruction, Adverse Personnel Action, or Extraordinary Use of Sick Leave notice during the last six (6) months.

It is agreed that if in the future any problems arise regarding the implementation of the CDC 998A, the bargaining table will reconvene in order to bring resolution to the problem.

**SIDELETTER #5 - Regarding Section 19.06 - Parole Agent Workload**

Upon mutual agreement, CCPOA and the State may begin negotiations on the successor to the current Parole Agent Workload Agreement which expires June 30, 2000. The parties agree that any negotiated changes on the Parole Agent Workload will not be implemented prior to July 1, 2000.

**SIDELETTER #6 — Regarding Sections 11.03 C. And 11.03 F. – Continuous Hours Of Work/Dead Time**

Memo dated January 18, 1996, to Superintendents and CCPOA Chapter Presidents:

CCPOA and CYA would like to clarify the relationship of subsections 11.03 C. and 11.03 F. of the Unit 6 MOU.

When the contract was negotiated in 1992, the parties combined two (2) sections from the prior MOU related to Dead Time and Continuous Hours of Work. In addition to combining those two (2) sections of the MOU, subsection F. was added. Unfortunately, we should have modified or deleted subsection C. when we adopted F.

For future reference, when an employee works involuntary overtime, he/she will be paid for the Dead Time between shifts up to a maximum of the first sixty (60) minutes. For voluntary overtime shifts, employees will not receive any Dead Time payment.

We apologize for any concerns this has created at the local level.

### **SIDELETTER #7 - Regarding Section 27.01 - Entire Agreement**

All existing agreements negotiated pursuant to the Entire Agreement clause of previous MOU's (27.01 or 19.01), or pursuant to the Ralph C. Dills Act, are made a part of this MOU. If the provisions of any existing agreement are inconsistent with this MOU, this MOU supercedes the inconsistent provisions.

### **SIDELETTER #8 - Regarding Section 14.04 - Uniform/Uniform Accessories Replacement Allowance**

CCPOA and the State agree to change the current uniform reimbursement period from the contract year to a 12 month calendar period. The new reimbursement period shall be November 1, to October 31, of the following year. This change shall take effect on July 1, 2000. On November 1, 2000, eligible employees shall be entitled to receive a one-time uniform replacement amount of \$707.00 which represents the sixteen (16) month period of July 1, 1999, to October 31, 2000. Thereafter, eligible employees shall receive an annual uniform replacement allowance in the amount of \$530.00, utilizing the new anniversary date of November 1. Employees who are entitled to the less than full-time allowance of \$310.00, shall receive a one-time allowance of \$413.00, on November 1, 2000 and thereafter, shall receive \$310.00 annual reimbursements utilizing the November 1, anniversary date. Employees shall receive the uniform allowance no later than December 15<sup>th</sup>.

Prior to November 1, 2000, the State and CCPOA shall meet and come to agreement regarding an alternate method of uniform allowance reimbursement. The intent of the meetings shall be to develop a method of reimbursement which will seek to achieve full purchasing power of the uniform replacement allowance.

Effective thirty (30) days after ratification of the MOU, CDC agrees to expand authorization of the Class "B" uniforms and/or jumpsuits worn by COs to all non-public contact assignments or posts.

Within thirty (30) calendar days of ratification of this MOU, each CYA CCPOA Chapter President will meet with the Director of the Department to expand authorization of the Class "B" uniforms and/or jumpsuits worn by YCOs.

CDC and CYA agree to establish a Joint Labor Management Group with the union, composed of an equal number of management and labor representatives, to develop alternate Class "B" uniforms and a two piece jumpsuit, that upon approval of the Directors shall be incorporated into the list of approved Departmental Uniforms for CDC and CYA. Once the group has finalized their recommendations and submitted their report for review by the Directors a meeting will be scheduled allowing both management and labor to verbally present their positions to the

Directors. In the event the group does not mutually agree upon a proposed recommendation, either party may submit a memorandum as part of the report to the Directors describing their position. The Directors of CDC and CYA, will have final approval authority. Unit 6 employees authorized to wear alternate uniforms will be responsible for the purchase and maintenance of the uniforms.

CDC and CYA agree to postpone inspections of the new Class "A" uniform until January 1, 2001. Employees will be allowed to wear either Class "A" or Class "B" uniforms during this wear-out period.

**SIDELETTER #9 — Regarding Section 15.17 — Educational Incentive**

The parties agree that should CPOST develop intermediate and/or advanced CPOST certificates during the term of this Agreement, the State and CCPOA will reopen this Agreement to Meet and Confer over the application of the educational incentive relating to the CPOST certificate.

**SIDELETTER #10 — Regarding Section 16.02 – Gun Lockers And State Firing Ranges**

It is understood between the parties that the course of fire for the off-duty weapons qualification is subject to change by CPOST without a Meet and Confer between the parties.

**SIDELETTER #11 — Regarding Section 16.06 — Institutional Vacancy Plan**

On June 1, 1998, the Appointing Authority and the local Bargaining Unit 6 Chapter President will meet and come to an agreement on a standardized vacancy plan, not to exceed 12.5% of the institutions authorized budgeted CO positions.

The 12.5% is computed by taking the authorized budgeted CO position count minus the budgeted CO sick leave positions and multiplying the difference by 12.5%.

This means the total number of vacancies which are authorized is the 12.5% plus the total number of CO sick leave positions.

Separate and apart from the institutional vacancy plan, Management may reassign staff when post workload has been temporarily eliminated (e.g., when there are no inmates in the community hospital, staff may be reassigned to avoid overtime).

Operational needs of the institution may require the Appointing Authority to alter the vacancy plan. Should this occur, management will meet and come to an agreement with the local Bargaining Unit 6 Chapter President.

**SIDELETTER #12 — Regarding Section 27.01 — Notice Requirements**

The CDC and CCPOA agree that the Meet and Confer process has at times been viewed as cumbersome and inefficient. In an effort to modify this perception, the CDC and CCPOA agree to the following:

During the term of the MOU, in the event the CDC finds it necessary to make changes in areas within the scope of negotiations, and also believes that it has a business necessity to expedite the standard procedure for noticing CCPOA of such changes, or believes that the proposed change will have a diminimus impact on employees in Unit 6, then the CDC may notify CCPOA and request a waiver of the thirty-day notice requirement and/or the necessity to Meet and Confer over the proposed change.



CCPOA is cognizant of the need of the CDC to move quickly to implementation in some circumstances. Further, CCPOA is cognizant of the need to avoid unnecessary or excessive meetings on diminimus matters. On implementation of this procedure, some of the possible outcomes could be: Waiver of the right to Meet and Confer; deferral to local negotiations, or waiver for implementation, but Meet and Confer over impact. The potential flexibility inherent in these procedures will meet the needs of the CDC and CCPOA.

The CDC Chief of Labor Relations or the CDC Assistant Chief of Labor Relations will contact the CCPOA representative, as described below, and provide the following information regarding the proposed change: The nature of the proposed change, location of the proposed change, the proposed implementation date for such change, and an explanation why the proposed change is appropriate for notice under this Agreement.

CCPOA agrees to provide to CDC a prioritized list of CCPOA employees to whom telephonic notice may be conveyed under this procedure. The CDC agrees to provide notice to the highest listed individual who is available to take the call. This telephonic contact must then be confirmed in writing by both the CDC and CCPOA.

This expedited procedure does not apply to matters covered by the MOU.

### **SIDELETTER #13 — Regarding Expedited Arbitration For Alleged Violation Of Section 27.01**

The Settlement Agreement between CCPOA, DPA and CDC, dated January 7, 1990, regarding expedited arbitration for alleged violations of Section 19.01, shall be extended through the term of this Agreement pursuant to paragraph 8 of Arbitrator Kathy Kelly's Award.

### **SIDELETTER #14 — Regarding Section 27.01 — Bargaining Requirements — Entire Agreement**

Once the State has noticed CCPOA pursuant to the Entire Agreement clause of the MOU (Section 27.01) and has fulfilled any reasonable CCPOA request for information, which is relevant to the issue noticed, the State and CCPOA agree to mutually engage in good faith bargaining for at least a thirty (30) day period of time. This, in part, means each side will Meet and Confer as often as necessary to potentially reach agreement. Both sides agree to work extended hours if necessary. If after the expiration of the thirty (30) day calendar period, the parties have failed to come to an agreement, the State may unilaterally implement the proposed change, including any items tentatively agreed upon up to that point in bargaining, without engaging in the Dills Act impasse procedures. Unilateral implementation does not mean that the parties cannot continue meeting and conferring through to agreement, if possible.

If the State believes CCPOA's information request to be unreasonable, or if CCPOA believes the State's response to an information request to be unreasonable, the "grieved party" may request to meet with the appropriate departmental Chief Deputy Director in an effort to resolve the problem. If the problem remains unresolved, either party may request the intervention of the Youth and Adult Correctional Agency Secretary or Undersecretary, who shall determine the issue.

If either party believes the other party to be engaged in bad faith bargaining, either party may take the issue to the Agency Secretary or Undersecretary. Nothing in this Agreement will prevent either party from filing a complaint with PERB.

**SIDELETTER #15 — Regarding Section 27.01 — Retirement Benefits**

During the term of this Agreement, if legislation is enacted providing any state employees either an increase of the income cap on retirement benefits above eighty-five percent (85%) or a Deferred Retirement Option Plan (DROP), the State agrees to include Bargaining Unit 6 employees in the legislation.

**SIDELETTER #16 — Regarding Rejections On Probation**

Rejection on Probation may only be appealed to SPB pursuant to Government Code Section 19175.3, or for failure to comply with DPA Rule 599.795.

**SIDELETTER #17 - Regarding Section 6.15 - Application**

The State and CCPOA have agreed upon the following plan for rolling institutions/facilities into mini-arbitration.

**August 1999**

- Calipatria
- Centinela
- CIM
- CIW
- CRC\*
- Patton\*
- CVSP
- DVI
- Folsom
- Ironwood
- Mule Creek\*
- NCWF
- Rock Mountain
- Sacramento
- SCC and its Camps
- El Centro
- PYCF\*
- HGSYCF\*
- Pine Grove Camp

## **February 2000**

Avenal  
CCI  
CMC  
Corcoran  
CTF (Soledad)  
Lancaster  
NKSP  
PVSP  
SATF  
Salinas Valley  
Wasco  
San Quentin  
FCNYCF  
EPdRYCF  
VYCF  
YA Paroles  
Ben Lomond Camp  
Mt. Bullion Camp

## **August 2000**

CCC and its Camps  
CCWF  
CMF  
HDSP  
Pelican Bay  
Solano  
VSPW  
CDC Paroles\*\*  
CDC CCFs  
CDC Headquarters  
NCYCC  
SYCRCC  
NYCRCC  
Washington Ridge Camp

\* Already has mini-arb as part of pilot program

\*\* CDC Paroles already has mini-arb for Section 19.06

## **SIDELETTER #18 – Survey In Cya**

Upon the request of the local CCPOA chapter president, DPA, will conduct a survey for the selection of a work schedule (i.e., 5-2, fixed days off/6-2 slide, rotating days off) at the requesting CYA institution or camp.

DPA and CCPOA will jointly develop a survey to be used separately for YCOs and Youth Correctional Counselors.

The survey will be mailed to each permanent full-time employee's home. The survey envelope will consist of a return envelope that requires the employee to post his/her return address for verification, a secret envelope and the survey. The employee will mail the survey after placing it inside the secret envelope and placing the secret envelope into the return envelope addressed to DPA.

The employee will have ten (10) calendar days from receipt of the mail to return the survey.

The return envelopes will be opened by DPA in the presence of representatives of CYA and CCPOA. Once the surveys are counted by the three parties, a list will be printed with the names of each employee who responded to the survey, and a final tally of the survey results will be printed. The survey list and final tally will be posted on CCPOA's bulletin boards at the site of the survey.

CCPOA will be provided a copy of the survey list and final tally. All costs of the survey will be borne by DPA.

## **SIDELETTER #19 - Regarding Section 9.09 - Cdc/Cya Personnel Investigations**

This addendum does not diminish any of the employee rights and protections in Section 9.09.

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

If CDC/CYA decides to immunize a witness in an administrative or criminal investigation, the immunization shall be accomplished by reading into the tape recording, the administrative or criminal witness admonishment form provided in Appendix Item #17. The employee shall be given a copy of the signed form at the conclusion of the interview.

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

investigation has been concluded. Employees designated as the subject of an investigation in the notice of the interview will be permitted to retain the tape at the conclusion of the interview.

**SIDELETTER #20 – Regarding 12.07 Personnel Preferred Post Assignment (Pppa)**

If the employer implements a change in the existing weapons qualification and/or testing standards for weapons posts, the employer agrees to notice CCPOA of the changes and agrees to Meet and Confer on the application of Section 12.07 on the impacted positions.

**SIDELETTER #21 - Regarding Section 13.02**

Thirty (30) days after ratification of this agreement, the State shall donate one million dollars (\$1,000,000) to the CCPOA Benefit Trust Fund (BTF) for an increased vision benefit. An additional one million dollars (\$1,000,000) will be given to the BTF on or before July 1, 2000, in order to continue the increased vision benefit. The BTF is a "Trust" established pursuant to and governed by, federal statute, the Employee Retirement Income and Security Act of 1974 (ERISA). The monies will be used solely for the benefit of the BTF's beneficiaries and pursuant to said federal statute and the

BTF Plan Document. The monies will be solely for plan members who are also members of Bargaining Unit 6.

**SIDELETTER #22 - Regarding Section 11.11 - 7k Exemption**

The State will submit a Budget Change Proposal or include in the Bargaining Unit 6 MOU implementation bill, appropriate resources necessary for the personnel and training administration of the 7k process. CCPOA acknowledges this need and will support this effort.

**SIDELETTER #23 - Regarding Inequities Monies**

Within ninety (90) days of ratification, the State and CCPOA agree to meet and discuss ways to distribute one percent (1%) the inequity monies to the extent it has not been distributed by other provisions of the Memorandum of Understanding.

# ATTACHMENT

## Salary Schedule

01/27/00 PDC1082C

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### 06 - CORRECTIONS

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		WWG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
ASSOCIATE DEPUTY INSPECTOR GENERAL							
XE86	9704	A	3116.00	3746.00	3241.00	3896.00	2
		B	3746.00	4520.00	3896.00	4701.00	2
BOARD COORDINATING PAROLE AGENT, YOUTHFUL OFFENDER PAROLE BOARD							
XC50	9694	A	5266.00	6400.00	5477.00	6656.00	2
		J	5529.00	6720.00	5751.00	6989.00	2
		J	30.38	36.93	31.60	38.40	2
CASEWORK SPECIALIST, YOUTH AUTHORITY							
XR30	9911	A	3714.00	3714.00	3863.00	3863.00	2
		B	4363.00	5300.00	4538.00	5512.00	2
		J	21.42	21.42	22.29	22.29	2
		J	3900.00	3900.00	4056.00	4056.00	2
		K	4581.00	5565.00	4765.00	5788.00	2
		K	25.17	30.58	26.18	31.80	2
COMMUNITY SERVICES CONSULTANT							
XD50	9717	A	5266.00	6400.00	5477.00	6656.00	2
		J	5529.00	6720.00	5751.00	6989.00	2
		J	30.38	36.93	31.60	38.40	2
CORRECTIONAL COUNSELOR I							
XS40	9904	A	3603.00	4170.00	3747.00	4337.00	2
		B	4379.00	5069.00	4554.00	5272.00	2
		J	3782.00	4379.00	3934.00	4554.00	2
		J	20.78	24.07	21.62	25.02	2
		K	4599.00	5323.00	4782.00	5536.00	2
		K	25.27	29.24	26.27	30.42	2
		L	21.42	21.42	22.29	22.29	2
		L	3900.00	3900.00	4036.00	4036.00	2
		M	4581.00	5565.00	4765.00	5788.00	2
		M	25.17	30.58	26.18	31.80	2
		W	3714.00	3714.00	3863.00	3863.00	2
		X	4363.00	5300.00	4538.00	5512.00	2
CORRECTIONAL COUNSELOR II (SPECIALIST)							
XS35	9901	A	4787.00	5814.00	4978.00	6047.00	2
		J	5026.00	6105.00	5227.00	6349.00	2
		J	27.61	33.54	28.72	34.88	2

## 06 - CORRECTIONS

	SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WWG
CORRECTIONAL OFFICER								
	WY50	9662	A	2185.00	2185.00	2272.00	2272.00	2
			B	2572.00	2975.00	2675.00	3094.00	2
			C	3447.00	4188.00	3585.00	4356.00	2
			J	2701.00	3124.00	2809.00	3249.00	2
			J	14.84	17.17	15.43	17.85	2
			K	3619.00	4397.00	3764.00	4574.00	2
			K	19.88	24.16	20.68	25.13	2
			1	7.32	7.32	7.61	7.61	2
DEPUTY INSPECTOR GENERAL								
	XE84	9705	A	4048.00	4883.00	4210.00	5078.00	4C
			B	4243.00	5221.00	4413.00	5430.00	4C
			C	4743.00	5728.00	4933.00	5957.00	4C
FIRE FIGHTER, CORRECTIONAL INSTITUTION								
	VZ38	9001	A	3012.00	3163.00	3132.00	3290.00	2
			B	3447.00	4188.00	3585.00	4356.00	2
			J	3163.00	3321.00	3289.00	3455.00	2
			J	17.38	18.24	18.07	18.98	2
			K	3619.00	4397.00	3764.00	4574.00	2
			K	19.88	24.16	20.68	25.13	2
			L	3163.00	3321.00	3289.00	3455.00	2
			M	3619.00	4397.00	3764.00	4574.00	2
FIRE SERVICE TRAINING SPECIALIST, CORRECTIONAL FACILITY								
	WZ35	9016		3796.00	4611.00	3948.00	4795.00	2
GROUP SUPERVISOR TRAINEE								
	WU91	9578		2157.00	2323.00	2243.00	2416.00	2
MEDICAL TECHNICAL ASSISTANT (PSYCHIATRIC)								
	WZ26	8221	A	3012.00	3012.00	3132.00	3132.00	2
			B	3447.00	4188.00	3585.00	4356.00	2
			J	17.38	17.38	18.07	18.07	2
			J	3163.00	3163.00	3289.00	3289.00	2
			K	3619.00	4397.00	3764.00	4574.00	2
			K	19.88	24.16	20.68	25.13	2
MEDICAL TECHNICAL ASSISTANT -CORRECTIONAL FACILITY-								
	WZ25	8217	A	3012.00	3012.00	3132.00	3132.00	2
			B	3447.00	4188.00	3585.00	4356.00	2

## 06 - CORRECTIONS

SCHEMATIC	CLASS	A/R	7/1/99 MINIMUM	INCREASE MAXIMUM	9/1/00 MINIMUM	INCREASE MAXIMUM	WWG
MEDICAL TECHNICAL ASSISTANT -CORRECTIONAL FACILITY-							
WZ25	8217	J	17.38	17.38	18.07	18.07	2
		J	3163.00	3163.00	3289.00	3289.00	2
		K	3619.00	4397.00	3764.00	4574.00	2
		K	19.88	24.16	20.68	25.13	2
PAROLE AGENT I ADULT PAROLE							
XE70	9765	A	3603.00	4170.00	3747.00	4337.00	2
		B	4379.00	5069.00	4554.00	5272.00	2
		J	3782.00	4379.00	3934.00	4554.00	2
		J	20.78	24.07	21.62	25.02	2
		K	4599.00	5323.00	4782.00	5536.00	2
		K	25.27	29.24	26.27	30.42	2
		L	21.42	21.42	22.29	22.29	2
		L	3900.00	3900.00	4056.00	4056.00	2
		M	4581.00	5565.00	4765.00	5788.00	2
		M	25.17	30.58	26.18	31.80	2
		W	3714.00	3714.00	3863.00	3863.00	2
		X	4363.00	5300.00	4538.00	5512.00	2
PAROLE AGENT I YOUTH AUTHORITY							
XC80	9701	A	3603.00	4170.00	3747.00	4337.00	2
		B	4379.00	5069.00	4554.00	5272.00	2
		J	3782.00	4379.00	3934.00	4554.00	2
		J	20.78	24.07	21.62	25.02	2
		K	4599.00	5323.00	4782.00	5536.00	2
		K	25.27	29.24	26.27	30.42	2
		L	21.42	21.42	22.29	22.29	2
		L	3900.00	3900.00	4056.00	4056.00	2
		M	4581.00	5565.00	4765.00	5788.00	2
		M	25.17	30.58	26.18	31.80	2
		W	3714.00	3714.00	3863.00	3863.00	2
		X	4363.00	5300.00	4538.00	5512.00	2
PAROLE AGENT II, ADULT PAROLE (SPECIALIST)							
XE65	9762	A	4787.00	5814.00	4978.00	6047.00	2
		J	5026.00	6105.00	5227.00	6349.00	2
		J	27.61	33.54	28.72	34.88	2
PAROLE AGENT II, YOUTH AUTHORITY (SPECIALIST)							
XC70	9696	A	4787.00	5814.00	4978.00	6047.00	2
		J	5026.00	6105.00	5227.00	6349.00	2
		J	27.61	33.54	28.72	34.88	2



## 06 - CORRECTIONS

SCHEMATIC	CLASS	A/R	7/1/99 INCREASE		9/1/00 INCREASE		WWG
			MINIMUM	MAXIMUM	MINIMUM	MAXIMUM	
PAROLE SERVICE ASSOCIATE							
XE71	9776	A	2401.00	2918.00	2497.00	3035.00	2
		B	2735.00	3325.00	2844.00	3458.00	2
		C	3142.00	3817.00	3268.00	3970.00	2
YOUTH CORRECTIONAL COUNSELOR							
WU65	9581	A	2185.00	2185.00	2272.00	2272.00	2
		B	2823.00	3269.00	2936.00	3400.00	2
		C	3782.00	4598.00	3933.00	4782.00	2
		J	2964.00	3432.00	3083.00	3570.00	2
		J	16.29	18.86	16.94	19.62	2
		K	3972.00	4828.00	4130.00	5021.00	2
		K	21.82	26.53	22.69	27.59	2
YOUTH CORRECTIONAL OFFICER							
WU90	9579	A	2185.00	2185.00	2272.00	2272.00	2
		B	2572.00	2975.00	2675.00	3094.00	2
		C	3447.00	4188.00	3585.00	4356.00	2
		J	2701.00	3124.00	2809.00	3249.00	2
		J	14.84	17.17	15.43	17.85	2
		K	3619.00	4397.00	3764.00	4574.00	2
		K	19.88	24.16	20.68	25.13	2

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## ACRONYMS

BPT	-	Board of Prison Terms
CCPOA	-	California Correctional Peace Officers Association
CDC	-	California Department of Corrections
CO	-	Correctional Officer/Correctional Peace Officer
CPOST	-	Commission on Correctional Peace Officers Standards and Training
CYA	-	California Department of the Youth Authority/Youth Authority
DMH	-	Department of Mental Health
DPA	-	Department of Personnel Administration
LOI	-	Letter of Instruction
MTA	-	Medical Technical Assistant
MINI-ARB	-	Mini-Arbitration
PA	-	Parole Agent
PIE	-	Permanent Intermittent Employee
POFF	-	Peace Officers/Firefighters
PT	-	Psychiatric Technician
RDO	-	Regular Day Off
SPB	-	State Personnel Board
WID	-	Work Improvement Discussion
YCC	-	Youth Correctional Counselor
YCO	-	Youth Correctional Officer