**MANAGEMENT PROPOSAL**

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 4: 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 and/or staff from, ~~or~~ to or within, 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 State, 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.

**MANAGEMENT PROPOSAL**

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 6: GRIEVANCE AND ARBITRATION PROCEDURE**

## 6.01 Purpose

A. These ~~is~~ grievance and arbitration procedures 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 these ~~is~~ procedures are:

1. To resolve ~~formal written~~ grievances informally at the lowest possible level~~.~~ and

2. To provide an orderly procedure for reviewing and resolving formal written grievances promptly.

## 6.02 Definitions And Types of Grievances

~~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.~~

A~~F~~. As used in these ~~is~~ procedures, the term "CCPOA" means CCPOA, in its capacity as the exclusive representative of Unit 6. The term "employee" means an employee of Unit 6. The term "party" means CCPOA, an employee or the State.

B~~G~~. A "CCPOA representative" refers to an employee designated as a CCPOA steward or a paid staff representative.

C. The following three (3) kinds of grievances are the only grievances cognizable under this MOU. A grievance not falling within one (1) of the following definitions is not subject to these grievance and arbitration procedures.

1~~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 express provisions of this MOU. A "contract grievance" does not include any form of a "pattern and practice" grievance. Consistent with this subsection, the February 16, 2007 John Kagel arbitration award is vacated.

2~~B~~. A "policy grievance" (a non-arbitrable grievance) is a dispute between one (1) or more employees against the State, or a dispute between CCPOA and the State involving subjects not covered by this agreement and not under the jurisdiction of the State Personnel Board. A policy grievance may be processed only to Step 3 ~~the Director's level~~ of these ~~is~~ grievance procedures unless otherwise capped at a lower level.~~,~~ The decision rendered at Step 3 shall be the final decision on a policy grievance. Policy grievances may not be appealed to Steps 4 or 5 and, as such, ~~is~~ are not arbitrable.

3~~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.~~ 6.025 State Personnel Board Jurisdiction

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 Youth Authority Administrative Manual (YAM) or the CDCR Departmental Operations Manual (DOM):

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

## 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 and arbitration procedures. However, with the mutual consent of the parties, the time limitation for any step may be modified ~~extended~~.

B. If there has been no mutually agreed-upon time modification ~~extension~~, failure to respond to the grievance within the specified time frames shall allow the grievant or CCPOA to elevate the ~~file a~~ grievance to ~~at~~ the next level, except that only CCPOA shall have the ability to elevate the matter to Step 4 or 5 of these grievance and arbitration procedures. If such elevation ~~this~~ occurs, the higher level must respond to the grievance and may not return it to a lower level.

## 6.035 Agreement Not to Abuse Grievance and Arbitration Procedures

CCPOA agrees that neither CCPOA nor its officers, employees or any member of Unit 6 will engage in, encourage, sanction, support or suggest any use of these grievance and arbitration procedures for purposes other than those identified in section 6.01 above and shall not utilize said procedures to harass, intimidate or interfere with the operations of the State.

## 6.04 Freezing of Grievances

~~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 of~~or~~ those grievances alleged to be in this category. If the State ~~is to~~ invokes this section, the State shall contact CCPOA headquarters, ~~prior~~ to inform CCPOA of the freezing of the grievances, and 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 meeting shall occur prior to the grievances being unfrozen and the time frames reinstituted. The frozen grievances shall be unfrozen within fourteen (14) calendar days of the aforementioned meeting. ~~Once this meeting has occurred~~ Once unfrozen, the State has an additional thirty (30) ~~fourteen (14)~~ calendar days to respond to the grievances. Depending upon the number and complexity of the grievances, the parties may agree to extend the time in which the State has to respond ~~This also applies to the mini-arb.~~

## 6.045 ~~Waiver of Steps~~ Mutual Elevation

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

## 6.047 Remand

~~B.~~ A higher level, without answering the merits of a grievance, may remand issues to a lower level ~~W~~where the State determines that 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 t~~The lower level, however, 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 that remanded ~~which should have responded to~~ the grievance, except that only CCPOA shall have the ability to advance a matter to Steps 4 or 5 of these grievance and arbitration procedures. ~~with a~~ A copy of the grievance must be provided to the ~~initial higher~~ level that remanded.

## 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~~ one CCPOA representative may attend without loss of compensation.

## 6.06 Employee Rights

Except as otherwise abridged by an provision of this Agreement, 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 Written Grievances

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

## 6.085 ~~Formal~~ Written Grievance and Initial Appeal — Step 2

A. If a grievance is not resolved at Step 1 to the satisfaction of the grievant, a ~~formal~~ written grievance may be filed no later than ~~within~~ seven (7) calendar days after receipt 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 of ~~after~~ the event or circumstances allegedly giving rise to ~~occasioning~~ the grievance, or within twenty-one (21) calendar days of ~~the alleged violation or after~~ when knowledge of the same reasonably should have been acquired.

B ~~C~~. A ~~formal~~ written 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.

C ~~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.~~

D ~~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 6.045.

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

F ~~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 hand delivery, postmark or fax transmission date shall determine the date of the response.

G ~~H~~. ~~This~~ Step 2 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, within twenty-one (21) calendar days of receipt of the Step 2 decision, 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.~~

A.~~2.~~ If the grievance alleges a violation of ~~any other section~~ of the MOU which may be appealed beyond the second level, the grievance may be appealed to the CDCR~~/CYA/~~ Secretary or DMH ~~Department~~ Director or their 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~~b~~. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated as third level of appeal shall investigate the grievance which may include the scheduling of a grievance conference. CDCR/DMH shall render a written response to the grievance within twenty-one (21) calendar days following the grievance conference or receipt of the appeal in the even that no conference is held. ~~respond in writing to the grievance, subject to the provisions of Sections 6.03 and 6.04.~~

C~~c~~. ~~This~~ Step 3 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~~. Policy grievances may not be appealed to Steps 4 or 5 and ,as such, are not arbitrable.

D~~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~~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 (except C.), 24.05, 24.08, 24.09, 24.10, 25.01, 25.02, CCPOA, consistent with the pre-scheduled arbitration provisions of this MOU, may appeal the grievance ~~may be appealed~~ directly to pre-scheduled 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~~ CCPOA 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, 2.12, 2.13, 3.01, 4.01, 4.02, 4.03, 5.01, 5.02, 5.05, all sections in Article VI, 7.02, 8.01, 8.02, 8.05, 8.06, 9.04, 9.08, 9.10, 9.12, 9.14, 9.15, 9.16, 10.06, 10.10, 10.11, 10.12, 10.13, 10.14, 10.17, 11.08, 11.11, 11.12, 12.01, 12.02, 12.03, 13.01, 13.02, 13.03, 13.11, 14.01, 14.03, 14.04, all sections in Article XV (except 15.01 [~~2nd paragraph~~], 15.03,15.04 and 15.12(I)), 16.03, 17.02, 17.12, ~~(~~18.04 ~~See Appendix #15)~~, 21.06, 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 investigate the grievance, which may include the scheduling of a grievance conference. The Director of DPA or designee shall render a written response to the grievance with twenty-one (21) calendar days

following the grievance conference or receipt of the appeal in the event that no conference is held. ~~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.

~~C. In the event the Department of Personnel Administration renders a grievance response at the fourth level that provides in whole, or in part, a remedy for the contract violation alleged in the grievance, and that remedy is not enforced or implemented in accordance with instructions or directives set forth in the grievance response, the union may compel the enforcement or implementation of the remedy by filing a petition for writ of mandate pursuant to Code of Civil Procedure Section 1085 in a court of competent jurisdiction. The union will be deemed to have exhausted all administrative remedies necessary to the pursuit of a writ of mandate upon providing notice to the Department of Personnel Administration of specific nature of the unenforced or unimplemented fourth level grievance remedy, and upon a showing that the remedy remains unenforced or unimplemented for a period of fifteen (15) days following the date of such notice. A court of competent jurisdiction may issue a writ or order compelling the enforcement or implementation of the remedy prescribed in the fourth level grievance response, and may also award costs and attorneys fees upon a showing that there was no reasonable business justification for the delay or failure to implement or enforce the grievance remedy.~~

## 6.11 Arbitration – Step 5

A. Only contract grievances which involve the interpretation, application or enforcement of the express 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) calendar days to the Director of DPA or designee. Only grievances which exclusively allege violations of those MOU sections listed in subsection 6.09E~~10 A.1~~. can be appealed to arbitration directly after the third level of response.

CCPOA shall have one hundred eighty (180) calendar days after appealing the grievance to request in writing to 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.

~~C. Either party (the State employer or CCPOA) may waive the time limits specified herein and proceed to Step 4 in any case where either party alleges the other is proposing to take an action in violation of the provisions of this MOU, which would result in irreparable injury, in so short a period of time as to disallow the other party from proceeding within the time limits. Within seven (7) calendar days, the Director of 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.~~

~~D. The parties agree that they intend this arbitration clause to extend beyond the expiration of the MOU and continue until the implementation of a successor MOU or the implementation of the State's last, best and final offer after impasse. The State recognizes its obligation to maintain the terms of this MOU after expiration and before agreement on a~~

~~new MOU or implementation of the State's last, best and final offer after impasse. Grievances filed during this period will retain the same level of arbitrability as during the life of this MOU.~~

## 6.115 Pre-Scheduled Arbitration

A. Only grievances identified in section 6.09E or decisions that have been appealed properly to the 4th Step of these grievance and arbitration procedures from a lower step are subject to pre-scheduled arbitration. Unless specifically provided in this section, nothing in this pre-scheduled arbitration process permits CCPOA to skip any step of the process. No grievances set for hearing prior to the ratification of this MOU are eligible for pre-scheduled arbitration.

B. CCPOA may pre-schedule one (1) arbitration per month during the term of this MOU.

C. CCPOA shall notify DPA at least thirty (30) calendar days prior to the pre-scheduled arbitration date of the specific appeal to be heard on the pre-scheduled arbitration day for that month. After notification to DPA, CCPOA may not substitute another appeal absent mutual written agreement by DPA. If CCPOA takes an appeal off calendar, then no pre-scheduled arbitration will occur that month unless the parties mutually agree in writing.

D. Before this pre-scheduled arbitration process can take effect, the parties shall create a list of twelve (12) mutually acceptable arbitrators. Each arbitrator shall hear one (1) pre-scheduled arbitration annually.

E. Section 6.12 (B) – (I) shall govern the pre-scheduled arbitration process.

## 6.12 Selection and Authority of Arbitrator

A. The parties may mutually agree to an impartial arbitrator or ~~An impartial arbitrator shall be selected~~ one from a list of nine (9) names provided by the American Arbitration Association ("AAA"). ~~mutually agreed-upon standing panel of no less than twenty (20) arbitrators pre-selected by DPA and CCPOA.~~ Selection for a particular arbitrator ~~ion~~ shall be made by alternately striking names from the AAA list until one (1) name remains. Such remaining person shall be designated as the arbitrator for the grievance. The first party to strike a name from the list shall be picked by lot. ~~The parties agree to meet following ratification of this MOU to develop an alternative rotational system for selecting arbitrators which may be implemented by mutual agreement. Within ninety (90) days of ratification of this MOU, the parties shall meet and increase the panel of arbitrators to twenty (20).~~

B. In order to be eligible to arbitrate a grievance, either regular or pre-scheduled, the arbitrator must agree, as a written condition of selection, to adhere to the terms set forth in this section.

~~If at any time there are less than ten (10) 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.~~

C~~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 express provisions of this MOU.

D. Upon request of either party, the arbitrator shall hear and determine in a separate, preliminary proceeding all potentially dispositive procedural issues. If the grievance survives, the arbitrator shall hear and determine the merits in a subsequent, separately scheduled, hearing.

E. Only those issues that the grievant previously has articulated with specificity and particularity by Step 3 may be appealed to arbitration. No new issues may be raised or decided in arbitration.

F. The arbitrator shall have no authority to substitute off the record, unwritten or informal agreements between current or past representatives of the parties for the language contained in this MOU.

G. Notwithstanding Section 5.03, the arbitrator shall have no authority to award attorneys' fees or any other costs associated with the processing of grievances through these grievance and arbitration procedures.

H. The arbitrator shall render his/her written decision not later than sixty (60) days after the close of the arbitration hearing, unless otherwise mutually agreed upon by the parties.

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

## 6.13 ~~Mini-Arb~~ Board of Adjustment

Within six (6) months of the ratification of this MOU, the parties agree to commence meet and confer regarding the creation of a Board of Adjustment process and procedure, which would include Union representation on the Board. Provided that the parties reach agreement upon the process and procedure within one (1) year of ratification of this MOU, the parties agree to implement such process and procedure.

The following mini-arbitration procedures shall remain in effect until the parties implement the agreed upon BOA process and procedure or for the remainder of the MOU in the event that the parties are unable to agree upon such a BOA process and procedure.

A. Only 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, 11.13, 12.05, 14.02, 14.06, 14.07, 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, ~~24.04C,~~ 24.06, 24.07, 26.02~~,~~ of this MOU~~, and where the grievance has~~ that have not been resolved at the first or second levels of review are subject to mini-arb.

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. A Labor Relations Representative~~s~~ may represent the State on any DJJ grievances pursuant to this section and up to ~~one (1)~~ an additional six (6) grievances in a twelve (12) month period. A CCPOA Field Representative~~s~~ may represent up to an additional ~~one (1)~~ six (6) grievances 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~~ as to the grievant and institution only. This means the decision shall have no precedential value whatsoever and neither party will seek to have it confirmed.

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 only to the application of the express provisions of this MOU and limited to the facts and documents before the arbitrator. ~~circumstances at hand.~~ The arbitrator shall have no authority to substitute off the record, unwritten or informal agreements between current or past representatives of the parties for the language contained in these MOU provisions.

8. The arbitrator's 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. If the parties settle the grievance prior to mini-arb, then the parties agree to split any arbitrator costs, unless mutually agreed otherwise.

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

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

11. If during the second level grievance conference either party requests an extension of the second level response time limits to investigate the grievance, the parties will recess the grievance conference. If the grievance conference is recessed, the parties will sign a written waiver form recessing the grievance conference and establishing a date to continue the grievance conference. Time extensions are limited to one (1) and may not exceed fourteen (14) calendar days.

If the State refuses to recess the grievance conference, then CCPOA shall have fourteen (14) calendar days to issue a rebuttal to the second level grievance response. This rebuttal shall become part of the grievance package forwarded to the mini-arb. If CCPOA refuses to recess the grievance conference, then CCPOA shall not be allowed to rebut the second level grievance response.

12. If the grievance alleges violations of contract sections that are subject to the mini-arb process and contract sections that are not subject to the mini-arb process, the grievant must choose between either: (1) ~~dropping~~ withdrawing with prejudice and finality 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 exclusively, or (2) ~~dropping~~ withdrawing with prejudice/finality all of the contract sections not subject to the mini-arb process and pursuing the grievance through the mini-arb process exclusively. This means an election to pursue a claim(s) through one arbitration process bars the adjudication of the claim(s) pursuant to the other arbitration process regardless of the alleged MOU section(s) alleged. The grievant must make this choice after the second level response.

13. When the decision is made by CCPOA to take the grievance to mini-arb, the parties at the local level will meet and number the pages of the grievance package, 1 of however many pages, 2 of however many pages, etc. The parties will initial ~~the last~~ each 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.~~A. 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.~~B. The Mini-Arbitration Committee established January 2, 1998, will continue to meet on an as-needed basis.

~~D.~~C. The mini-arb shall be requested by CCPOA sending a letter and the grievance package to CDCR, Labor Relations Office within sixty (60) calendar days of the second level response. If the request for mini-arb is not made within sixty (60) calendar days, the grievance shall be considered withdrawn and CCPOA may not proceed to arbitration. ~~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, unless the parties agree otherwise in writing.

## 6.15 CDC Decision/Settlement Implementation

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

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

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

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

## MANAGEMENT PROPOSAL

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 8: TRAINING AND CAREER DEVELOPMENT**

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

A. Purpose and Policy

The parties hereto declare their joint purpose and policy to ~~continue~~ reestablish 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~~ Adult | | 195.167 030 |
| Parole Agent, ~~CYA~~ DJJ | | 195.167 03A |
| Medical Technical Assistant | | 079.367 010 |
| ~~CYA~~ DJJ Casework Specialist | | 045.107 01A |
| Youth Correctional Counselor | | 045.107 010 |
| Youth Correctional Officer | | 195.164 010 |
| Correctional Fire Captain ~~fighter~~ | | 373.364 010 |

C. Definition of an Apprentice

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

D. Apprentice Agreement ~~and CPOST Rules and Regulations~~

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

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~~ JATC, 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 the ~~CPOST~~ JATC.
2. The ratio stated above is subject to change by vote of ~~CPOST~~ JATC.

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 LAS ~~ocal Apprenticeship Subcommittee~~ or by the ~~CPOST~~ JATC, 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~~ JATC. The particulars of the ~~CPOST~~ JATC 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~~ JATC ~~commissioner~~ committee member or alternate ~~commissioner~~ shall be released from their normal post to attend ~~CPOST~~ JATC ~~commission~~ meetings on official business time without loss of compensation.

## Management Proposal

**Bargaining Unit : 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 10: LEAVES**

### 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.

   Notwithstanding any other section of this MOU, an Intermittent Employee shall only be permitted to use sick leave credits for approved sick leave which ~~(a)~~ occurs during periods when they are pre-scheduled to work~~; or (b) coincides with a day that an employee on a rotational list is contacted to work. "Contacts" for work require that the employer initiate the exchange, and the exchange was "human-to-human" between a supervisor and the employee.~~ as referenced in 26.01 C. 4.
4. **Multiple Positions (Under This Rule):**
   a. An employee holding a position in addition to other full-time employment with the State shall not receive credit for sick leave with pay for service in the additional position.
   b. Where an employee holds two (2) or more less than full-time positions, the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed full-time employment credit.

B. Sick Leave Use

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

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

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

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

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

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

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

a. ~~CDC~~ Adult: 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~~ DJJ: The employee is responsible for submitting an STD 634 form to the designated supervisor on ~~the day of return to work~~ or before the third working day of the pay period following the pay period in which the sick leave was taken ~~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 the employee ~~shall~~ may be allowed to use those credits to cover the approved sick leave time.

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

C. Sick Leave Verification

1. An acceptable "medical verification" for sick leave use is a document signed by a United States Licensed Physician, nurse practitioner, or other health care specialist/professional, competent within their scope of practice to make a medical evaluation on the employee's alleged/stated illness, injury or medical incapacity, and such person is making the evaluation while on duty in his/her respective employment relationship within a health care facility or medical practice. Unless requested at the time of approval, pre-scheduled and approved medical/dental appointments/treatments do not require medical verification.

2. Medical verification may also be required but only if required in advance. ~~, in the following kinds of circumstances:~~

   At the time the sick call is received, medical verification may be requested in circumstances including but not limited to:

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

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

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

   d. ~~Medical verification is always required~~ If an employee calls in sick on Thanksgiving Day, Christmas Day, or New Years Eve.

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

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

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

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

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

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

5. An employee shall not be ~~requested~~ obligated 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. Employees shall not be denied the right to use sick leave or be ~~subject to any type of corrective or disciplinary action, or in any manner~~ discriminated against for using or attempting to exercise their right to use sick leave. ~~**based solely on the amount or frequency of use.**~~

E. All other State laws~~,~~ and DPA rules ~~and departmental policies~~ regarding sick leave shall remain in effect.

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

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

# Management Proposal

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 10: LEAVES**

**10.13 Release Time Bank**

A. A CCPOA release time bank shall be established to which employees may contribute any earned, leave credits, with the exception of sick leave. The contributions shall be in two (2) or more hour increments. Contributions in fractions of hours will not be allowed. ~~Credit may not be transferred between departments~~. Contributions to the release time bank shall be ~~computed~~ tracked and accounted for ~~once~~ on a monthly basis provided they are received by the second Friday of that month in CDCR's Office of Labor Relations (OLR).

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 leave credits (except sick leave) ~~CTO hours and/or vacation credits.~~ The form shall provide a space to indicate the amount and type (CTO and/or vacation) of ~~time~~ leave 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 35,000 hours ~~ten thousand (10,000) CTO and/or vacation hours~~ from the bank during each fiscal year. ~~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.

Requests to release ~~E~~ employees on extended leave (consecutive two weeks or longer) will require 20 business day's advance notice in order to ~~authorized may~~ be released ~~with forty-five (45) days' advance notice~~. ~~for~~ Any other requests for time off ~~regular, ongoing time off, or~~ will require ~~forty-eight (48) hours~~ (2) business days advance notice. ~~on an ad hoc basis~~. All CCPOA requests shall be made on worksheets provided by CDCR OLR.

In all cases, the granting of time off shall be subject to the approval of the ~~employee's supervisor~~ Warden/Superintendent/Paroles Administrator/OLR or designee. ~~operational needs, emergencies or other standards limiting usage.~~ CCPOA ~~authorization~~ request for use of bank time shall be provided to the OLR as well as the local labor relations officer, or person designated by the Warden/Superintendent/~~Regional~~ Parole Administrator, by one of the five (5) authorized CCPOA representatives, in writing, on a ~~form~~ worksheet provided by ~~CCPOA and mutually approved by the parties~~ OLR. In no case shall the State employer be required to release an employee if~~:~~ there is no time credited to the bank at the time of the request; or if the release would result in excessive orderovers, program closures, or emergencies.

~~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.~~ (this was moved to the previous paragraph).

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 institutions/facility or parole region shall be released for time off unless approved by the ~~Director~~ Warden/Superintendent/Paroles Administrator/OLR or designee ~~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.

# Management Proposal

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME**

## 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.[1] F~~f~~or 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.

Notwithstanding the foregoing or any other contract provision or law to the contrary, effective the beginning of the next work cycle following ratification of the union and legislature, 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 DJJ and November 1, 1999, in CDC Adult/BPT BPH/DMH~~

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 those referenced in MOU Article XI, Section 11.11 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.

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[[1] Explanatory note to CCPOA: The language of Subsection B has been reorganized. As such, only modifications to the language appear in underline and strikethrough.]

**MANAGEMENT PROPOSAL**

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 11: HOURS OF WORK AND OVERTIME**

## 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, Board of Prison Terms~~

Board Coordinating Parole Agent, ~~Youthful Offender Parole Board~~ Juvenile Justice Parole Board (JJPB)

Casework Specialist

Community Services Consultant

Correctional Counselor I

Correctional Counselor II Specialist

Correctional Officer

Fire~~fighter~~ Captain, Correctional Institution (where excluded in Section 17.02)

Fire Services Training Specialist

Medical Technical Assistant

Medical Technical Assistant (Psychiatric)

Parole Agent I

Parole Agent II Specialist

Youth Correctional Counselor

Youth Correctional Officer

A. Work Periods

~~1.~~ CDCR/DMH/~~BPT~~

~~The work period for employees shall be one hundred sixty-eight (168) hours in a recurring twenty-eight (28) day period until the first work period following July 1, 2004. The work periods shall begin October 5, 1998 and continue for twenty-eight (28) consecutive days. Effective at the beginning of the first work period following July 1, 2004, t~~ The work period for employees identified above shall be one hundred sixty four (164) hours in a recurring twenty-eight (28) day period.

~~2. CYA~~

~~The work period for employees shall be one hundred sixty-eight (168) hours in a recurring twenty-eight (28) day period until the first work period following July 1, 2004. The work periods shall begin October 4, 1998, and continue for twenty-eight (28) consecutive days. Effective at the beginning of the first work period following July 1, 2004, the work period for employees shall be one hundred sixty-four (164) hours in a recurring twenty-eight (28) day period.~~

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

1. Institutional Based (including Institutional Based Camps and Fire Captain ~~fighters~~) employees shall be scheduled for one hundred sixty-four (164) ~~eight (168)~~ hours[1] 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 until the beginning of the first work period following July 1, 2004.~~

2. Non-institutional Based Employees shall be scheduled one hundred sixty-four (164) ~~eight (168)~~[2] hours per work period in the following manner:

   a. Camps ~~and Headquarters Staff~~

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

      (2) One hundred sixty (160) ~~four (164)~~[3] hours per work period of regular posted duty in accordance with applicable MOU sections.

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[1] ~~The one hundred sixty-eight (168) hour work period shall continue until the beginning of the first work period following July 1, 2004. Effective at the beginning of the first work period following July 1, 2004, the work period for employees shall be one hundred sixty-four (164) hours in a recurring twenty-eight day period.~~

[2] ~~The one hundred sixty-eight (168) hour work period shall continue until the beginning of the first work period following July 1, 2004. Effective at the beginning of the first work period following July 1, 2004, the work period for employees shall be one hundred sixty-four (164) hours in a recurring twenty-eight day period.~~

[3] ~~The one hundred sixty-four (164) hours of regular posted duties shall continue until the beginning of the first work period following July 1, 2004. Effective at the beginning of the first work period following July 1, 2004, the regular posted duties for employees shall be one hundred sixty (160) hours in a recurring twenty-eight day period.~~

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

(4) 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 in the following manner:

(2) One hundred sixty-~~four (164)~~[4] (160) hours per work period of regular posted duty in accordance with the applicable MOU sections.

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

(4) Four (4) hours per work period 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~~ JJPB, Casework Specialist, Community Services Consultant, Correctional Counselor I, Correctional Counselor II Specialist, PA I, PA II Specialist)~~ and~~ Fire Service Training Specialist and Headquarters Staff:

Employees shall be scheduled for one hundred sixty-four (164) ~~eight (168)~~ hours[5] 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.

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[4] ~~The one hundred sixty-four (164) hours of regular posted duties shall continue until the beginning of the first work period following July 1, 2004. Effective at the beginning of the first work period following July 1, 2004, the regular posted duties for employees shall be one hundred sixty (160) hours in a recurring twenty-eight day period.~~

[5] ~~The one hundred sixty-eight (168) hour work period shall continue until the beginning of the first work period following July 1, 2004. Effective at the beginning of the first work period following July 1, 2004, the work period for employees shall be one hundred sixty-four (164) hours in a recurring twenty-eight day period.~~

D. Overtime

1. Overtime is defined as any hours worked in excess of one hundred sixty-four (164) ~~eight (168)~~ hours[6] in a twenty-eight (28) day work period. Additionally, no employee shall be credited less than one hundred sixty-four (164) ~~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-four (164) ~~eight (168)~~[7] hours.

   For the purposes of computing the number of hours worked, time when an employee is excused from work because of the use of any leave credits shall be considered as time worked by the employee for the purposes of determining if overtime has been earned. ~~For the purposes of computing the number of hours worked,~~ However, effective the beginning of the next work cycle following ratification of the union and legislature time when an employee is excused from work because of sick leave shall not be considered as time worked by the employee.

   [Note to CCPOA: Paragraph (D) (1) above was reformatted - moving like information together. Only new language to the MOU is underline.]

2. The method of calculating the hourly overtime rate shall be based on the one hundred sixty-four (164) ~~eight (168)~~ hour[8]-work period according to the following formula:

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

   Salary per 28 day work period + shift differential received in the work period divided by 164~~8~~ hours[9] (hours worked in 28 day work period) = hourly rate of pay x 1.5 = overtime hourly rate.

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[6] ~~Effective at the beginning of the first work period following July 1, 2004, any hours worked in excess of one hundred sixty-four (164) hours in a twenty-eight (28) day work period.~~

[7] ~~Effective at the beginning of the first work period following July 1, 2004, no employee shall be credited less than one hundred sixty-four (164) hours of time worked in any work period unless he or she was on an unpaid status during the work period and then only the time on unpaid status shall be deducted from the one hundred sixty-four (164) hours.~~

[8] ~~Effective at the beginning of the first work period following July 1, 2004, the method for calculating the hourly overtime rate shall be based on the one hundred sixty-four (164) hour work period.~~

[9] ~~Effective at the beginning of the first work period following July 1, 2004, the salary + differential received in the work period shall be divided by 164.~~

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.

**MANAGEMENT PROPOSAL**

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: Article 12: TRANSFER, SENIORITY, OVERTIME AND LAYOFF**

## 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 processed within thirty (30) days of submission and placed in seniority order with those of others who have similarly filed a request to the same position at the location. The Appointing Authority or designee shall provide the employee submitting a request for transfer 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, YCO, MTA and YCC classifications by either lateral transfers, list appointments, reinstatements, permanent full-time appointments from the academy, or offering full-time appointments from the academy, or offering full-time employment to PIEs. In the interest of facilitating lateral transfers, three (3) of every ten (10) vacancies filled in the CO, YCO, MTA and YCC classifications must be via lateral transfers, <u>except in the event of a lateral transfer freeze. In order for the State to institute a lateral transfer freeze at a particular Institution/Facility, said Institution or Facility must have a 10% or higher vacancy rate with respect to the positions identified on the Post Assignment Schedule/Master Assignment Roster or DJJ Staff Schedule.</u> This shall not preclude filling of vacancies at a higher ratio than specified. Offers to fill by lateral transfers will be made on a seniority basis consistent with B. above. A reconciliation of the lateral transfers will be made six (6) months after ratification of the MOU and every six (6) months thereafter with each local Chapter President and the Appointing Authority.

D. When lateral transfer is the means being used to fill a vacant position, the most senior employee with a request to transfer on file at that location shall be transferred provided that (1) the employee is not currently under investigation for misbehavior which could lead to adverse action, (2) has not had an adverse action in the last three (3) years and (3) has not had an overall substandard performance evaluation in the preceding 12 months.

E. A PIE may submit a lateral transfer package using the process described in this Article provided the employee has successfully completed probation, is not currently under investigation, and does not have a pending adverse action. Selection of PIEs is at the discretion of the Appointing Authority.

F. If the State chooses to fill vacant positions by transfers, but has specified the need to fill positions based on special skills, abilities or aptitudes, paragraph C. and D. above need not apply.

G. Those employees who obtained employee-requested transfer under the provisions of this section shall not be eligible to utilize the provisions of this section for a period of one (1) year from the effective date of such transfer unless the employee has demonstrated a hardship that did not exist at the time of the initial transfer.

H. This procedure may be superseded in favor of an employee requesting a transfer based on a bona fide hardship. If the matter is contested, the Appointing Authority or designee shall explain the basis for the waiving of this section to CCPOA's local Chief Job Steward or designee and/or CCPOA's representative.

I. Travel Time Allowance: Upon request, the State may authorize an employee to take a reasonable amount of vacation, PLP, CTO, or holiday time off between transfers from one (1) institution to another where the transfer requires the employee to move his/her residence. Such requests will not be unreasonably denied, by the receiving institution.

## Management Proposal

**Bargaining Unit : 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 12: TRANSFER, SENIORITY, OVERTIME AND LAYOFF**

### 12.07 Personnel Preferred Post Assignments (PPPA) for Correctional Officers and MTA (~~CDC~~ DMH)

A. METHODS

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

2. Time Frames for Implementation

   a. All institutions will implement a continuous bid process as outlined in subsection E. (CONTINUOUS BID PROCESS)

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

   ~~b. All institutions shall conduct a bid to incorporate changes of this procedure. For MTA (CDC/DMH) this process shall begin within thirty (30) days after ratification of this MOU. For Correctional Officers the bid process shall be conducted so that all job changes are effective no later than the first Monday of November 2002.~~

   ~~c.~~ b. Implementation for new institutions: Within eighteen (18) months of activation (receipt of inmates) all new institutions will begin the implementation process for PPPA.

3. Definitions

a. Bid Period: Employees may bid as otherwise described in this agreement during the bid period. Each "bid period" shall be three calendar years ~~(except that the first bid period shall end December 31, 2004)~~. A Realignment of Posts process will be used at the outset of each new bid period.

b. Realignment of Posts: A Realignment of Posts follows a re-determination by the Appointing Authority or designee and the local chapter representative about the number and specific posts which will be considered "qualifying posts" available for bid.

c. Qualifying Post: Any authorized post listed on the Master Assignment Roster after it has been reconciled with the Post Assignment Schedule and the Governor's Budget.~~, except: The total post count equivalent to the Institution's Vacancy Plan (IVP).~~ The following posts ~~may be~~ <u>are</u> exempted from the PPPA bid process, ~~but will be included in the count for the purpose of establishing the 70/ 30 calculation:~~ (1) total number of established transportation posts at the CO level; (2) total number of Investigative Services Unit (ISU) posts at the CO level; and, ~~(3) total number of In-Service Training (IST)/Armory posts at the CO level.~~

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

d. 70/30 Split <u>(all posts except as noted in paragraph c above)</u>: Seventy (70%) percent represents the percentage of qualifying posts that shall be available for bid otherwise known as "Personnel Preferred Post Assignments" (PPPA)<u>.</u> Thirty (30%) percent represents the percentage of qualifying posts that shall not be subject to bid. The representative number of PPPAs at each institution will be determined by establishing an equitable distribution of qualifying posts by area, watch and RDO. An "equitable distribution" is as close to a 70/30 representation in each of these areas, in keeping with operational needs. Upon completion of the 70/30 split, a reconciliation shall be completed to insure the institution's overall representation is within plus or minus two (2) positions.

4. Bid Process

a. PPPA will consist of two (2) processes. One process consists of the bid as outlined in subsection C. IMPLEMENTATION.

b. The continuous bid process is outlined in subsection E. CONTINUOUS BID PROCESS. The continuous bid process will be for the purpose of filling PPPA vacancies on a continual basis as they arise throughout the bid period.

B. ELIGIBILITY

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

   a. Must be a permanent, full-time CO or MTA (~~CDC/~~DMH). Apprentices are excluded.

   b. Must be permanently assigned to and working at the institution. Eligible employees may participate only in their institution's PPPAs. There shall be no inter-institution bidding assignments by personal preference.

      Eligible employees who laterally transfer will be permitted to participate in the continuous bid process.

   c. In order to participate and maintain the rights and privileges defined throughout this procedure, the employee must maintain an overall standard performance rating as identified in Section 9.01. <u>In the case of a gender restrictive post, the otherwise eligible employee must be the appropriate gender for that post.</u>

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

   d. An employee successfully bidding to a PPPA who does not meet the qualifications (firearms, ~~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 and allowed to participate in the continuous bid process. The vacated PPPA will be subject to the continuous bid process.

      (1) For Correctional Officers, management shall be responsible to ensure that training for all qualifications are available through In-Service Training. Employees shall be responsible for scheduling and attendance.

      (2) If the failure to qualify is based upon unavailability of training, the employee will be placed in a non-qualifying post in the same watch, RDOs with similar start/stop times. The PPPA will temporarily revert to management until such time that the employee qualifies and is placed back into the PPPA.

(3) Once the training has been provided, and if the employee qualifies, the employee shall be placed in the PPPA. If the employee is not successful in qualifying, they shall be assigned at management's discretion. The vacated PPPA shall be subject to the continuous bid process.

(4) In order to be retained in a PPPA armed post, employees must maintain current weapons qualification. Failure to maintain quarterly qualifications in compliance with departmental policy will result in the employee being assigned at management's discretion to an unarmed post. An otherwise eligible employee may participate in the continuous bid process. Removal of the employee does not preclude the employee from being subject to other action in accordance with departmental policy.

e. For activation of a newly established institution, an employee may be precluded, in writing, from participating in the PPPA bid process to specific assignment areas as determined by the Appointing Authority. This preclusion must be based upon:

(1) An employee who has an adverse personnel action which relates to the employee's job performance including, but not limited to:

(a) Inattentiveness on the job

(b) Insubordination

(c) Excessive force toward an inmate, ward, or parolee

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

(a) Sick leave abuse, etc.

(b) Off-duty conduct, etc.

(c) The adverse personnel action must have occurred twelve (12) calendar months preceding the onset of the bid process (i.e., the third Monday in November).

An employee receiving a performance related adverse action that may have a greater impact related to a specific assignment area (i.e., Ad Seg, community crews, Security Housing Units, entrance gates, etc.), may be excluded by the Appointing Authority from bidding to the specific assignment area for one (1) bid period. (Refer to subsection H.14.)

f. An otherwise eligible employee absent from the worksite during the bid process for such reasons as NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the PPPA bid process. Employees who are successful in obtaining a bid post must assume the duties of such post within one year of posting of the bid results. Until such time as the employee occupies the post, it temporarily reverts to the conditional bid process.

In the event the employee is unable to assume the duties within one year, the employee will be placed in a post at management's discretion.

g. Failure of the employee to complete a PPPA bid will result in placing the employee in a post, at management's discretion, without regard to watch, RDOs or start/stop times.

C. IMPLEMENTATION

1. At the first meeting of the local Joint Labor/Management Committee, the total number of institutional posts available for PPPA shall be seventy percent (70%) of the total authorized posts listed on the Master Assignment Roster, as defined in subsection A.3.c. The remaining thirty percent (30%) shall be designated as management posts.

a. November

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

(2) The local Joint Labor/Management Committee at each institution shall meet to determine and agree which posts will be management posts and which posts will be PPPAs. Such determinations must be completed no later than the first Monday in November.

(3) Only those PPPAs which cannot be agreed on by the local Joint Labor/Management Committee at each institution will be elevated to the Joint Labor/Management Headquarters Committee through the headquarters Labor Relations Branch.

(4) On the second Monday in November, an institutional memorandum will be published by the Personnel Assignment Lieutenant, advising staff of the following:

(a) The date PPPA bid forms will be made available and the locations where the forms can be obtained.

(b) The date PPPA bid forms must be returned to the Personnel Assignment Office.

(c) Location(s) of PPPAs open for bid and Master Assignment Rosters will be available for staff review.

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

(5) On the second Monday in November, the Personnel Assignment Office at each institution will publish a listing of PPPAs available for bid. This shall be made available in locations previously specified.

(6) On the third Monday of November, PPPA bid forms will be made available at locations previously specified. A standardized PPPA bid form will be utilized at all locations for selection of PPPAs.

(7) Completed PPPA bid forms must be submitted to the Personnel Assignment Office, unless otherwise designated at the local level. These bids must be submitted on or before close of business on the second Monday of December.

(8) At the time the employee submits the PPPA bid form, it will be date stamped and a copy given to the employee. The original will be retained in the Personnel Assignment Office.

(9) The watch designation for those PPPAs with multiple watch reliefs and posts requiring quarterly weapon qualifications will be noted on the listings of available PPPAs.

(10) Eligible employees bidding to a vacation relief (VR) PPPA shall be assigned as follows:

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

(b) The most senior employee will be permitted to select the vacation slots of the employee's choosing for the duration of the bid period. The second most senior person will be permitted to select vacation slots from those remaining, etc.

(c) In the event a vacation is canceled, the PPPA VR employee will replace the employee who is substituted for the original occupant.

(d) In the event a cancellation is not filled or a vacation slot is not available, the PPPA VR employee will be assigned at management's discretion until the employee's next scheduled vacation coverage.

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

(12) Upon request from the Chapter President, the institution may establish a walk-up bid process. Any disputes regarding this process must be resolved at the local level.

b. December

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

c. January

(1) No later than the first Monday of January, the Personnel Assignment Office shall publish the listing of employees who were successful in their bid. Time period for qualifications for PPPAs begins as specified in subsection B.1.d.

(2) At the time of publishing, a thirty (30) day window will begin to allow for error correction. Employees who feel they were placed into a PPPA in error will have fourteen (14) calendar days to dispute any errors. Management must respond within ten (10) calendar days in writing to accomplish any adjustments necessary.

(3) The Personnel Assignment Office shall publish movement sheet(s) reflecting assignment changes. The assignment changes may occur as a single process or as locally agreed, may be phased-in by watch, based upon the following schedule:

(a) Second Watch: Published on the second Monday of February with an effective date of fourteen (14) calendar days from publication.

(b) Third Watch: Published on the third Monday of February with an effective date of fourteen (14) calendar days from publication.

(c) First Watch: Published on the second Monday of March with an effective date of fourteen (14) calendar days from publication. Employees successful in bidding to a PPPA must meet qualifications as specified in subsection B.1.d.

D. TEN PERCENT RULE

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

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

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

   a. The reassignment must be completed within sixty (60) days of the date the employee assumed assignment to the post. The time an employee is absent from the post ~~is not~~ <u>will be</u> 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. CONTINUOUS BID PROCESS

1. Statement of Purpose

The Continuous Bid Process is to allow employees to continue to fill vacant PPPA's, by seniority, once the initial process has been implemented.

2. Implementation

a. Vacant PPPAs will be posted on the first Monday of each month. Any eligible Correctional Officer will be allowed to bid including those already in a PPPA.

b. All assignment for those who were successful in achieving an available PPPA, the results will be posted by the fourth Monday of each month. All job changes will have an effective date of not more than fourteen (14) calendar days from the date of the posting results.

c. This posting and bid "window" will be a minimum of ten (10) calendar days, with no bids being accepted after the close of business on the second Friday after the initial posting.

d. Subsequent to the initial bid, an otherwise eligible officer may participate in the continuous bid process up to five times during the bid period. Bids due to deactivations or changes to a post's RDOs or start/stop times shall not count towards this cap. Bids due to removal for cause, 10 percent rule, performance evaluations or adverse actions shall only be counted against the cap for a maximum of two bids.

F. CONDITIONAL BIDS

The Conditional Bid Process will be the process in which PPPAs are filled on a temporary basis. Once it is determined that a PPPA could be temporarily vacant for more than thirty (30) calendar days, the PPPA will be posted for a "conditional bid". The conditional bid would only be in effect until the original bidder returns to assume the PPPA within the following time frames. An employee displaced from a conditional bid post may participate in the continuous bid process, or will be assigned at management's discretion without regard to watch, RDOs, or start/stop times:

1. All vacancies with the exception of Military Leave or Union Officers:

These employees would be subject to a one (1) year time limitation before the conditional status of the post expires. The employee in the job could remain in said post. The Appointing Authority can extend this time on a case by case basis.

2. Military Leave:

In the event an employee is ordered to active military duty, these employees would be subject to length of the bid period before the conditional status expires. The employee in the job could remain in said post. The Appointing Authority can extend this time on a case by case basis.

3. Union Officers:

All employees subject to being placed in to a post utilizing "super seniority" will submit a bid form based upon their seniority. Once this process has been completed Union Officials who are designated by CCPOA to fill Chapter President/Chief Job Steward posts based upon "super seniority" will be assigned to those designated posts upon their request. Should a union official assume the designated post utilizing "super seniority", they would remain in said job until he/she is un-elected or the Chapter President designates a different Chief Job Steward. At this time, the employee would return to the position originally bid by their seniority. During the time that the employee is in a post based upon "super seniority", their seniority bid post will be offered as a conditional bid subject to the length of the bid period.

4. Gender Restricted Posts

In the event that there are gender restrictive posts unfilled, management will make appropriate adjustments in the post duties to accommodate the employee that bids to a gender restrictive posts.

~~G. RE-EVALUATION~~

~~On or about June 30, 2004 and no later than July 31, 2004, or upon request of either party, the Joint Labor/Management Committee will be convened to discuss and evaluate the processes and parameters established for the Continuous and Conditional bid processes as defined in sections E and F. The Joint Labor/Management Committee may make any adjustment to the process deemed necessary prior to next bid period~~.

H. MAINTENANCE

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

1. If a PPPA becomes vacant, the PPPA will be filled through the continuous bid process. Unless specifically authorized by the Bargaining Unit 6 MOU these procedures or local mutual agreement, the designation of a particular post as a PPPA cannot be altered in any fashion without fulfilling the notice requirements of Section 27.01 of the Unit 6 MOU.

2. Employees displaced from a PPPA as a result of a deactivation will be placed in an assignment with the same RDOs if available, and substantially similar start/stop times.
3. Upon activation, all activated posts will be subject to subsection A. METHODS, of this procedure. Newly designated PPPAs will be subject to the continuous bid process.
4. Upon written request of an employee to vacate a PPPA, management may, at its discretion, approve the employee's movement to a management position. Such movement will be without regard to watch, RDOs or start/stop times.
5. An employee shall be permitted to rebid to the same PPPA. Should the employee be successful in their bid attempt, the employee will be subject to all provisions of this procedure as if assigned for the first time.
6. Employees shall not be permitted to remain in any PPPA in a high stress area, commensurate with the provisions outlined in DOM Section 33010.30.2, unless exempted by the Appointing Authority. The employee may rebid for a PPPA in a high stress area after one (1) year in a non high stress assignment.
7. If after the bid process has occurred the RDOs and start/stop times attached to a post are significantly changed, the affected employee may choose to remain in the post; and/or participate in the continuous bid process.
8. An employee may not be removed from a PPPA based upon the issuance of a LOI.
9. An employee may be temporarily removed from a PPPA pending a personnel investigation/EEO investigation, but will be assigned to substantially similar start/stop times and RDOs. Once the investigation has been concluded and if the charges have not been substantiated, the employees may be returned to their PPPA.
10. Any PPPA not bid during the bid period by an eligible employee shall temporarily revert to management, and be subject to the continuous bid process.
11. For purposes of expressing a personnel preference, the Chapter President/Chief Job Steward(s) shall be given "super" seniority in order to select a PPPA. When an employee is removed from his/her position as a Chief Job Steward they will be subject to the guidelines of the Conditional Bid Process.
12. Upon completion of the Apprenticeship period, an otherwise eligible employee, may participate in the PPPA continuous bid process.

13. Unless otherwise allowed by this procedure, once an employee has successfully been assigned to a PPPA, the employee may only be moved involuntarily for cause. As used in this context, cause is NOT interpreted as adverse in nature or substandard for purposes of a performance appraisal. The supervisor must document the specific reasons for removing the employee from the PPPA and provide a copy to the employee. The employee must then be placed in an assignment with the same RDOs and substantially similar start/ stop times. The vacated PPPA will be subject to the continuous bid process. If the employee disagrees with the reasons for the removal from the PPPA, the employee can grieve the change, within twenty-one (21) calendar days of notification, directly to the Appointing Authority. This grievance must be heard, and a written response provided, by the Appointing Authority within fourteen (14) calendar days. The grievance may not be appealed beyond the Appointing Authority. The grievance shall not postpone any such removal for cause.

14. If an employee is to be removed from a PPPA, as a result of an adverse action, the removal will be upon the effective date of the adverse action related to job performance (upon the conclusion of the *Skelly* hearing process and/or time frames associated with that process). Such movement will be to the same watch, without regard to RDOs or start/stop times. The employee will not be eligible to participate in the PPPA process for one (1) year period. The vacated PPPA will be subject to the continuous bid process. The Appointing Authority may exclude the employee from bidding to a specific assignment area for the remainder of the bid period and subsequent bid period.

15. In reference to subsection B.1.c., an employee may be removed from the PPPA upon receipt of the final copy of a substandard performance evaluation. Such movement will be to a post with substantially similar start/stop times. The vacated PPPA will revert to the continuous bid process. The employee will not be permitted to participate in the PPPA process for a one (1) year period.

16. An employee who is in a PPPA post may be assigned alternative duties as necessary, not normally to exceed 4 hours of their shift except in an emergency i.e. incident or aftermath of an incident or during a lockdown/modified program.

I. Gender Restrictive Posts

The filling of a gender restrictive post for proposes of overtime, vacation/holiday relief, military leave or other temporary basis will be made regardless of gender. Management will adjust the gender restrictive post's duties as necessary.

J. DISPUTES

All disputes concerning PPPA issues, that are unable to be resolved at the local level shall be directed to the Joint Labor/Management Committee for final resolution, as the final level of review. The Joint Labor/Management Committee shall be comprised with equal representation of three (3) persons appointed by the ~~Director~~ Secretary of ~~Corrections~~ CDCR and CCPOA, respectively. Disputes will be resolved by majority vote.

K. REALIGNMENT OF 70/30 SPLIT & SUBSEQUENT REBID

Within 90 days of ratification of the MOU by union and legislature, a realignment and subsequent bid process will begin in accordance with this provision.

**MANAGEMENT PROPOSAL**

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 13: HEALTH AND WELFARE**

## 13.01 - Health Benefit Plan

A. Program Description

Health Benefits

1. Contribution Amounts

~~a. From July 1, 2001 through December 31, 2001, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.~~

~~(1) The State shall pay up to $168.69 per month for coverage of an eligible employee.~~

~~(2) The State shall pay up to $373.69 per month for coverage of an eligible employee plus one (1) dependent.~~

~~(3) The State shall pay up to $509.69 per month for coverage of an employee plus two (2) or more dependents.~~

~~b. From January 1, 2002 through December 31, 2002, the State agrees to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by PERS.~~

~~(1) The State shall pay up to $176.69 per month for coverage of an eligible employee.~~

~~(2) The State shall pay up to $389.69 per month for coverage of an eligible employee plus one (1) dependent.~~

~~(3) The State shall pay up to $530.69 per month for coverage of an employee plus two (2) or more dependents.~~

a. ~~c. From January 1, 2003, t~~ The State agrees to continue to pay the following contribution for health benefits. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS.

(1) The State shall ~~pay~~ contribute up to $321 ~~176.69~~ per month for coverage ~~on~~ of a ~~, plus 2/3 of the January 1, 2003 CalPERS HMO,~~ single-party enrollment (eligible employee only). ~~weighted average premium increase.~~

(2) The State shall ~~pay~~ contribute up to $625 ~~$389.69~~ per month for coverage of a, ~~plus 2/3 of the January 1, 2003 CalPERS HMO,~~ two-party enrollment (eligible employee plus one dependent). ~~weighted average premium increase.~~

(3) The State shall ~~pay~~ contribute up to $807 ~~$530.69~~ per month for coverage of a, ~~plus 2/3 of the January 1, 2003 CalPERS HMO,~~ family enrollment (eligible employee plus two or more dependents). ~~weighted average premium increase.~~

b. Effective the first day of the pay period in 2007 after union and legislative ratification in the 2007/2008 Legislative Session, the 2007 employer health benefits contribution for each employee shall be a flat dollar amount as identified below:

(1) The State shall contribute up to $358 per month for coverage of a single-party enrollment (eligible employee only).

(2) The State shall contribute up to $698 per month for coverage of a two-party enrollment (eligible employee plus one dependent).

(3) The State shall contribute up to $901 per month for coverage of a family enrollment (employee plus two or more dependents).

There will be no retroactivity of the above stated health benefit increases.

OR

Effective the first day of the pay period in 2008 after union and legislative ratification in the 2007/2008 Legislative Session, the 2008 employer health benefits contribution for each employee shall be a flat dollar amount as identified below:

(1) The State shall contribute up to $394 per month for coverage of a single-party enrollment (eligible employee only).

(2) The State shall contribute up to $763 per month for coverage of a two-party enrollment (eligible employee plus one dependent).

(3) The State shall contribute up to $982 per month for coverage of a family enrollment (employee plus two or more dependents)

There will be no retroactivity of these health benefit increases.

c. Effective January 1, 2009, and January 1, 2010 the employer health benefits contribution for each employee shall be a flat dollar amount equal to 85 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied; for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional flat dollar amount equal to 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment excluding family members, during the previous benefit year.

The contributions are based on the Health Benefit party codes in a health plan administered or approved by CalPERS. The established dollar amount(s) shall not be increased in subsequent years except as noted above.

2. Employee Eligibility

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

b. Permanent Intermittent Employees

(1) Permanent Intermittent Employees (PIEs) will qualify to receive health benefits the first day of the pay period following graduation from the academies of CDCR ~~and CYA~~. PIEs will have 60 days to enroll. This coverage is to be applied to the control period that the graduation date is in; and the eligibility continues through the following control period. Thereafter, PIEs must work a minimum of four hundred eighty (480) hours in each control period as established by PERS to continue coverage, pursuant to Government Code Section ~~2282~~22806.

3. Family Member Eligibility

a. For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

# Management Proposal

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 14: ALLOWANCES AND REIMBURSEMENTS**

**14.01 Business and Travel**

The State agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing DPA rules and set forth below. Lodging and/or meals provided by the state or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice and coffee are not considered to be meals. Each item of expenses of $25 or more requires a receipt; receipts may be required for items of expense that are less than $25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses, and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for and method of travel.

A. Meals/Incidentals. Meal expenses for breakfast, lunch and dinner will be reimbursed in the amount of actual expenses up to the maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The term "incidentals" includes but is not limited to, expenses for laundry, cleaning and pressing of clothing, and fees and tips for service, such as for porters and baggage carriers. It does not include taxicab fares, lodging taxes or the costs of telegrams or telephone calls.

1. Rates. Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below.

| | | |
|---|---|---|
| Breakfast Up to | $ 6.00 | |
| Lunch Up to | $10.00 | |
| Dinner Up to | $18.00 | |
| Incidentals Up to | $ 6.00 | (Every full 24 hours of travel) |
| Total | $ 40.00 | |

2. Time-frames. For continuous short-term travel of more than 24 hours but less than 31 days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's time of departure and return as follows:

a. On the fractional day of travel at the beginning of a trip of more than 24 hours:

Trip begins at or before 6 am: breakfast may be claimed

Trip begins at or before 11 am: lunch may be claimed

Trip begins at or before 5 pm: dinner may be claimed

b. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 am: breakfast may be claimed

Trip ends at or after 2 pm: lunch may be claimed

Trip ends at or after 7 pm: dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging expenses may be claimed or reimbursed more than once on any given date or during any 24-hour period.

For continuous travel of less than 24 hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 am and ends at or after 9 am: Breakfast may be claimed.

Travel begins at or before 4 pm and ends at or after 7 pm: Dinner may be claimed.

If the trip extends overnight: Receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than 24 hours.

B. Lodging. All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid commercial lodging establishment receipt.

1. Regular State Business Travel:

   a. Statewide, in all California locations not listed in b or c below, for receipted lodging while on travel status to conduct state business, actual lodging up to $84.00 plus applicable taxes.

   b. When employees are required to do business and obtain lodging in the counties of Los Angeles and San Diego, actual lodging up to $110 plus applicable taxes.

   c. When employees are required to do business and obtain lodging in the counties of Alameda, San Francisco, San Mateo and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of $140 plus applicable taxes.

2. State Sponsored Conferences or Conventions:

   a. For receipted lodging while attending state sponsored conferences and conventions, when the lodging is contracted by the state sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

(1) Statewide, with a lodging receipt: Actual lodging up to $110 plus applicable taxes.

b. Non-State Sponsored Conferences or Conventions:

(1) For receipted lodging while attending Non-State sponsored conferences and conventions, when the lodging is contracted by the sponsor for the event, and the appointing authority has granted prior approval for attendance and lodging at the contracted rate and establishment.

(2) Statewide, with the lodging receipt: Actual lodging when approved in advance by the appointing authority.

Reimbursement of lodging expenses in excess of specified amounts, excluding taxes require advance written approval from DPA. DPA may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal or incidental expenses within 50 miles of his/her home or headquarters.

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. Full Long-term Travel: In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

- The employee continues to maintain a permanent residence at the primary headquarters, and
- The permanent residence is occupied by the employee's dependents, or
- The permanent residence is maintained at a net expense to the employee exceeding $200 per month.

The employee on full long-term travel who is living at the long-term location may claim either:

a. Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of $1130 per calendar month while on the long-term assignment, and actual expenses up to $10.00 for meals and incidentals, for each period of 12 to 24 hours and up to $5.00 for actual meals and incidentals for each period of less than 12 hours at the long-term location, or

b. Long-term subsistence rates of $24.00 for actual meals and incidentals and $24.00 for receipted lodging for travel of 12 hours up to 24 hours; either $24.00 for actual meals or $24.00 for receipted lodging for travel less than 12 hours when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to $12.00 for actual meals and incidentals and $12.00 for receipted lodging for travel of 12 hours up to 24 hours at the long-term location; either $12.00 for actual meals or $12.00 for receipted lodging for travel less than 12 hours at the long-term location.

D. Out-of-State Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel above.

E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by DPA. Subsistence shall be paid in accordance with procedures prescribed by the Department of Personnel Administration. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

F. Transportation. Transportation expenses include, but are not limited to airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.

1. Mileage Reimbursement

   a. When an employee is authorized by his/ her appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed ~~34 cents per mile~~ at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.

   b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of his/her normal commute.

2. Specialized Vehicles - Employees who must operate a motor vehicle on official State business and who, because of a physical disability, may operate only specially equipped or modified vehicles may claim ~~from 34 up to 37 cents per mile~~ the FSMR, with certification. Supervisors who approve claims pursuant to this Subsection have the responsibility of determining the need for the use of such vehicles.

3. Private Aircraft Mileage - When an employee is authorized by his/her department, reimbursement for the use of the employee's privately owned aircraft on State business shall be made at the rate of 50 cents per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with DPA rule 599.628.1 and the State Office of Risk and Insurance Management.

4. Mileage to/from a common carrier - When the employee's use of a privately owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": if the employee begins travel one hour or more before he normally leaves his home, or ends travel one hour or more after the end of the work day or travel occurs on a regularly scheduled day off, mileage may be computed from/to his/her residence.

G. Receipts. Receipts or vouchers shall be submitted for every item of expense of $25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:

1. Railroad and bus fares of less than $25 when travel is wholly within the State of California.

2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of $10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
3. Telephone, telegraph, tax or other business charges related to State business of $5.00 or less.
4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.

MANAGEMENT PROPOSAL

**Bargaining Unit:** 6 **Date:**_____

**Exclusive Representative:** CCPOA

**Subject:** ARTICLE 14: ALLOWANCES AND REIMBURSEMENTS

## 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.

   Effective first of the pay period after union and legislative ratification, but no sooner than July 1, 2007, the uniform allowance shall be increased from $530 to $730 per year.

   Effective July 1, 2008, the uniform allowance shall be increased from $730 per year to $880 per year.

2. A permanent employee required to wear a uniform and uniform accessories on less than a full-time basis the uniform allowance under this subsection shall be $305 per year.

   Effective first of the pay period after union and legislative ratification, but no sooner than July 1, 2007, the union allowance shall be increased from $305 to $420 per year.

   Effective July 1, 2008, the uniform allowance shall be increased from $420 per year to $506 per year.

3. If a permanent full-time employee works fifty percent (50%) or more of the contract year, in uniform, said employee shall be paid the full amount required in paragraph B.1. above. If an employee works less than fifty percent (50%) of the contract year, in uniform, said employee shall be paid the full amount stated in B.2. above.

4. If an employee, who otherwise meets the conditions in B.1. or B.2. above, promotes or transfers out of the uniform class or otherwise leaves said uniform class, he/she shall receive a prorated share of the annual uniform allowance for which he/she is qualified.

C. "Uniform" means outer garments as defined by management which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general public. This definition includes items that serve to identify the person, agency, functions performed, position or time in service. "Uniform accessories" means items which supplement or add to the usefulness of the uniform and which are necessary while carrying out the duties and responsibilities of the position. This definition includes such things as belts, key holders, whistles, baton rings, flashlights, etc.

1. Whenever a Bargaining Unit 6 employee is authorized to wear an approved jumpsuit, the employee will be responsible for the purchase and maintenance of the required jumpsuit. In CDCR ~~and CYA~~, CO's and YCO's are permitted to wear the departmentally approved jumpsuit in all non-public contact assignments or posts.

D. The State shall provide eligible employees an allowance for the initial purchase of uniform and uniform accessories required as a condition of employment, upon the successful completion of their probationary period.

E. ~~CYA~~ DJJ YCOs, and all Camp COs shall wear uniforms/style, color and design as determined by ~~CYA~~ DJJ, but with ~~CYA~~ DJJ 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. The annual reimbursement period is November 1 to October 31 of the following year. Employees shall receive their allowance no later than December 15th of each year.

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

H. Subsequent to the allowance issued upon successful completion of probation, PIEs in a uniform class who work one thousand forty (1,040) hours or more shall receive the full uniform allowance. All others will be computed by the existing laws and rules.

I. The State agrees to continue in its uniform policies the use of the present alternative headgear with the regular uniform. This policy shall include the wearing of alternate headgear in tower positions and inmate work crew supervision.

J. The State agrees to promptly advise new employees as to the typical weather conditions they may be exposed to, and to advise employees what type of clothing to keep stored in their personal vehicles in the event the employee is unexpectedly assigned to a job that would expose the employee to inclement weather.

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

K. MTAs

1. **Uniform Pants:** The color and style of these pants shall be determined by the departmental uniform advisory committee.
2. **Jacket:** The State shall permit MTAs to wear the departmental three quarter length, four-pocket parka, if and when approved, or windbreaker with appropriate departmental insignia, cloth badge and caduceus patch, at the employee's option and expense.
3. **MTA Uniform Allowance Amount:** A permanent MTA shall be reimbursed $305 annually for purchase of the uniform approved by the Departments (e.g., smocks).
4. **MTA Uniform Payment Dates:** MTAs shall receive their initial full uniform payment no later than thirty (30) calendear days following successful completion of their probationary period. Thereafter, they shall receive their annual payment no later than thirty (30) calendar days from January 1.

L. There shall be no uniform inspections of employees until such time as all Departments have met the guidelines of DPA rule 599.729 and the uniform allowances have been adjusted. Despite suspension of the uniform inspections, employees shall comply with the uniform requirements of their assigned post.

**Note:** Employees completing probationary periods of less than twelve (12) months receive the full allowance; however, they do not begin earning subsequent uniform allowance until they have worked a total of twelve (12) qualifying pay periods. For example: An employee who completes a six (6) month probation on March 31, must work six (6) additional qualifying pay periods (April-September) to satisfy the full allowance paid at the completion of probation. The reimbursement for the remainder of the calendar year is for the three (3) month period October-December.

## MANAGEMENT PROPOSAL

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 15: SALARIES**

### 15.XX Recruit Program

The State agrees to develop and implement a pilot program as part of the Department's recruitment efforts. This pilot program will be referred to as the CDCR New Recruit Program which provides for an incentive to recruit a candidate who successfully completes the CDCR Peace Officer Academy as a Correctional Officer. Although recruitment efforts will continue, administration of this program will be implemented as soon as possible but no later than 90 days after ratification by the legislature and union. The administration of this program is the sole responsibility and within the sole discretion of CDCR.

(1) The State agrees to provide Bargaining Unit 6 employees a recruitment amount of $2000 dollars for each candidate recruited who successfully completes the CDCR Peace Officer Academy as a Correctional Officer or Youth Correctional Officer.

(2) The $2000 amount will be paid upon written verification of each candidate's successful graduation from the CDCR Peace Officer Academy.

(3) Any amount received pursuant to this program shall not be considered as compensation for purposes of retirement contributions.

(4) Bargaining Unit 6 employees within the Office of Peace Officer Selection and local recruiters at the field level whose official duties involve the recruitment, testing, screening and/or selection of candidates for employment are not eligible for this program.

(5) Any disputes shall be resolved through the "policy grievance" (a non-arbitratal grievance) process as outlined in Article 6.

(6) The Department will evaluate this pilot program to determine its effectiveness and is subject to termination at the Department's discretion. If the Department chooses to terminate this program, a 30-day advance notice to the employees is required informing of the discontinuation of the pilot program.

(7) There shall be no limit on the number of candidates that an eligible Bargaining Unit 6 employee may recruit.

# Management Proposal

**Bargaining Unit:** 6 **Date:**_____

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 15: SALARIES**

**15.01 Salaries**

A. General Salary Increase

In order to recruit and retain highly qualified employees, Unit 6 employees will receive, ~~during the term of this agreement,~~ general salary increases as follows: ~~in total compensation on specific dates and based on a law enforcement comparative methodology mutually agreed to by the parties. The specific dates of the salary increases shall be July 1, 2003; July 1, 2004; July 1, 2005; and July 1, 2006.~~

Effective July 1, 2007, all Unit 6 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

Effective July 1, 2008, all Unit 6 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

Effective July 1, 2009, all Unit 6 classifications shall receive a general salary increase of five percent (5%). The increase shall be calculated by multiplying the base salary by 1.05. The parties recognize that the actual salary increase for each classification may vary slightly due to rounding.

B. 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, Range C, Range J or Range K.

b. **Range A:** This apprenticeship range shall apply to COs and YCOs while attending the basic academy established by the departments, who do not meet the criteria for payment in Range B, Range C, Range J or Range K.

c. **Range B:** This apprenticeship range shall apply to employees who have graduated from or completed the appropriate basic academy established by the departments, who do not meet the criteria for payment in Range C, Range J or Range K.

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

**NOTE**: To document the one (1) step five percent (5%) apprenticeship increase, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. This increase is subject to the Merit Salary Adjustment (MSA) process.

d. **Range C:** This journey-person range shall apply to employees who have satisfactorily completed the apprenticeship program for the employee's classification and who do not meet the criteria for payment in Range K.

Upon movement to Range C from Range B or Range J employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher and shall receive a new merit salary adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range C, employees shall receive merit salary adjustments in accordance with BU 6 MOU until the maximum of the range is reached.

e. **Range J.** ~~Effective October 1, 1998, t~~ This apprenticeship range shall apply to incumbents who meet criteria for payment at Range B under Alternate Range Criteria 168 and who are required to work a minimum of ~~168[1]~~ 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168[1]~~ 164 hours in a 28 consecutive day work period.

f. **Range K.** ~~Effective October 1, 1998, t~~ This journeyperson range shall apply to incumbents who meet criteria for payment at Range C under Alternate Range Criteria 168 and who are required to work a minimum of ~~168~~[4] 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU.

(1) This alternate range represents full compensation for all hours worked up to ~~168~~[4] 164 hours in a 28 consecutive day work period.

(2) Upon movement to Range K from Range C, employees shall receive a one-step (5%) increase and shall retain their merit salary adjustment anniversary date.

(3) Upon movement to Range K from Range J employees shall receive the minimum salary rate and shall receive a new merit salary adjustment anniversary date.

(4) Thereafter, every twelve (12) qualifying pay periods, employees shall receive merit salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(5) When employees are no longer eligible for payment under the provisions of Range K, they shall be placed in Range C with one-step (5%) decreased from their Range K salary rate and shall retain their merit salary adjustment anniversary date. Salary Ranges 1, A, B, and C may be used individually to make salary comparisons for discretionary actions between classes. Salary Range C shall be used to make salary comparisons for mandatory actions if the move is "to" the class of Correctional Officer (CO) or Youth Correctional Officer (YCO). Salary Ranges J and K shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

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, Range C, Range J or Range K.

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, Range J or Range K.

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

**NOTE**: To document the one (1) step five percent (5%) apprenticeship increases, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. This increase is subject to the Merit Salary Adjustment (MSA) process.

c. **Range C:** This journeyperson range shall apply to employees who have satisfactorily completed twenty-four (24) months in Range B or Range J and the apprenticeship program for the employee's classification and who do not meet the criteria for payment in Range K.

Upon movement to Range C from Range B or Range J employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher and shall receive a new merit salary adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range C, employees shall receive merit salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

d. **Range J.** ~~Effective October 1, 1998, t~~ This apprenticeship range shall apply to incumbents who meet criteria for payment at Range B under Alternate Range Criteria 170 and who are required to work a minimum of ~~168[1]~~ 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168[1]~~ 164 hours in a 28 consecutive day work period.

e. **Range K.** ~~Effective October 1, 1998, t~~ This journeyperson range shall apply to incumbents who meet criteria for payment at Range C under Alternate Range Criteria 170 and who are required to work a minimum of ~~168[1]~~ 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168[1]~~ 164 hours in a 28 consecutive day work period.

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, Range J or Range K.

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

**NOTE**: To document the one (1) step five percent (5%) apprenticeship increase, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. ~~Effective January 1, 1998, t~~ This increase is subject to the Merit Salary Adjustment (MSA) process.

b. **Range B:** This journey-person 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 Range B from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher and shall receive a new Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

c. **Range J.** ~~Effective November 1, 1998, t~~ This apprenticeship range shall apply to employees ~~hired on or after October 1, 1992~~ who do meet the criteria for payment at Range A under Alternate Range Criteria 329 and who are required to work a minimum of ~~168[1]~~ 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168[1]~~ 164 hours in a 28 consecutive day work period.

(1) Upon movement to Range J from Range A, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date. Thereafter, employees are eligible to receive a one-step (5%) apprenticeship increase effective the first day of the monthly pay period following every six (6) qualifying pay periods until the maximum of the range is reached.

(2) When employees are no longer eligible for payment under the provisions of Range J they shall be placed in Range A with one-step (5%) decreased from their Range J salary rate and shall retain their Merit Salary Adjustment anniversary date.

d. **Range K.** ~~Effective November 1, 1998, t~~ This journeyperson range shall apply to incumbents who meet the criteria for payment at Range B under Alternate Range Criteria 329 and who are required to work a minimum of ~~168~~[1] 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168~~[1] 164 hours in a 28 consecutive day work period.

(1) Upon movement to Range K from Range B, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range K, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(2) Upon movement to Range K from Range J employees shall receive the minimum salary rate or one-step (5%) increase, whichever is higher, and shall receive a new Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range K, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(3) When employees are no longer eligible for payment under the provisions of Range K, they shall be placed in Range B with one-step (5%) decreased from their Range K salary rate and shall retain their Merit Salary Adjustment anniversary date.

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

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

e. **Range W:** This range shall apply to employees hired (to the above classifications) PRIOR to October 1, 1992 who do not meet the criteria for payment in Range X, Range L or Range M.

f. **Range L.** ~~Effective November 1, 1998,~~ t This range shall apply to employees hired (to the above classifications) PRIOR to October 1, 1992 who do meet the criteria for payment at Range W under Alternate Range Criteria 329 and who are required to work a minimum of ~~168~~[1] 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168~~[1] 164 hours in a 28 consecutive day work period.

Upon movement to Range L from Range W, employees shall receive a one-step (5%) increase and shall retain their salary adjustment anniversary date.

When employees are no longer eligible for payment under the provisions of Range L, they shall be placed in Range W with one-step (5%) decrease from their Range L salary rate and shall retain their salary adjustment anniversary date.

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

Upon movement to Range X from Range W, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range X, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

h. **Range M.** ~~Effective November 1, 1998, t~~ This range shall apply to incumbents who meet the criteria for payment at Range X under Alternate Range Criteria 329 and who are required to work a minimum of ~~168[1]~~ 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168[1]~~ 164 hours in a 28 consecutive day work period.

(1) Upon movement to Range M from Range X, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range M employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(2) Upon movement to Range M from Range L, employees shall receive the minimum salary rate, or a one-step (5%) increase, whichever is higher, and shall receive a new Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range M, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

(3) When employees are no longer eligible for payment under the provisions of Range M, they shall be placed in Range X with one-step (5%) decreased from their Range M salary rate and shall retain their Merit Salary Adjustment anniversary date.

i. Salary Ranges A, B, W, and X may be used individually to make comparisons for discretionary actions between classes. Salary Ranges B and X shall be used to make salary comparisons for mandatory actions if the move is "to" the class of Parole Agent I, Adult Parole (PA I, AP); or Correctional Counselor I (CC I), or Parole Agent I, Youth Authority. Salary Ranges J, K, L, and M shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

4. Fire Captain~~fighter~~, Correctional Institution

Fire Captain ~~fighters~~, Correctional Institution (VZ38/ 9001) will be appointed to the appropriate alternate ranges as follows:

a. **Range A:** This apprenticeship range shall apply to employees who do not meet the criteria for payment in Range B, Range J, Range K, Range L or Range M.

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

**NOTE**: To document the one (1) step five percent (5%) apprenticeship increase, the State Controller's Office shall treat the increase as a Merit Salary Adjustment (MSA) in order to automate the increase. This increase is subject to the Merit Salary Adjustment process.

b. **Range B:** This journeyperson range shall apply to employees who have completed twenty-four (24) months of service in Range A, or Range J, or Range L and the apprenticeship program for the employee's classification and who do not meet the criteria for payment in Range K or Range M.

Upon movement to Range B from Range A, employees shall receive the minimum salary rate or a one (1) step five percent (5%) increase, whichever is higher, and shall receive a new Merit Salary Adjustment anniversary date. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

c. **Range J.** ~~Effective October 1, 1998, t~~ This apprenticeship range shall apply to incumbents who meet criteria for payment at Range A under Alternate Range Criteria 330 and who are required to work a minimum of ~~168~~[1] 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168~~[1] 164 hours in a 28 consecutive day work period; or

d. **Range L.** ~~Effective October 1, 1998 t~~ This apprenticeship range shall apply to fulltime incumbents who meet criteria for payment at Range A under Alternate Range Criteria 330 and who are required to work a minimum of 216 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU.

(1) Upon movement to Range J from Range A, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

(2) Upon movement to Range L from Range A, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

(3) Thereafter, employees are eligible to receive a one-step (5%) apprenticeship increase effective the first day of the monthly pay period following every twelve (12) qualifying pay periods thereafter until the maximum of the range is reached. Qualifying pay periods include time served in Range A, if applicable.

**NOTE:** To document the one-step (5%) apprenticeship increase, the State Controller's Office shall treat the increase as an MSA in order to automate the increase. This increase is subject to the MSA process.

When employees are no longer eligible for payment under the provisions of Range J or Range L they shall be placed in Range A with a one-step (5%) decrease from their Range J or Range L salary rate and shall retain their Merit Salary Adjustment anniversary date.

e. **Range K.** ~~Effective October 1, 1998, t~~ This journeyperson range shall apply to incumbents who meet criteria for payment at Range B under Alternate Range Criteria 330 and who are required to work a minimum of ~~168~~[1] 164 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168~~[1] 164 hours in a 28 consecutive day work period; or

(1) Upon movement to Range K from Range B employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

(2) Upon movement to Range K from Range J employees shall receive the minimum salary rate and shall receive a new Merit Salary Adjustment anniversary date. Upon movement to Range M from Range B, employees shall receive a one-step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

f. **Range M.** ~~Effective October 1, 1998, t~~ This journeyperson range shall apply to fulltime incumbents who meet criteria for payment at Range B under Alternate Range Criteria 330 and who are required to work a minimum of 216 hours in a recurring 28 consecutive day work period as established by the department under the 7K provision of the FLSA pursuant to Section 17.02 of the BU 6 MOU.

(1) Upon movement to Range M from Range L, employees shall receive the minimum salary rate and shall receive a new Merit Salary Adjustment anniversary date.

(2) Thereafter, every twelve (12) qualifying pay periods after movement to Range K or Range M, employees shall receive Merit Salary Adjustments in accordance with the BU 6 MOU until the maximum of the range is reached. Qualifying pay periods include time served in Range B, if applicable.

(3) When employees are no longer eligible for payment under the provisions of Range K or Range M, they shall be placed in Range B with one step (5%) decreased from their Range K or Range M salary rate and shall retain their Merit Salary Adjustment anniversary date.

Salary Ranges A and B may be used individually to make salary comparisons for discretionary actions between classes. Salary Range B shall be used to make salary comparisons for mandatory actions if the move is "to" the class of Firefighter, Correctional Institution (FF, CI). Salary Ranges J, K, L and M shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

5. MTA, Correctional Facility

MTAs, Correctional Facility (WZ25/8217) MTA ~~edical Technical Assistant~~ (Psychiatric) (WZ26/8221) shall be appointed to the appropriate alternate ranges as follows:

a. Range A: This range shall apply to employees who do not meet the criteria for payment in Range B, Range J or Range K.

b. Range B: This range shall apply to employees who have satisfactorily completed twelve (12) months in Range A and who do not meet the criteria for payment to Range K.

Upon movement to Range B from Range A, employees shall receive the minimum salary rate or a one (1) step (five percent [5%]) increase, whichever is higher. Thereafter, every twelve (12) qualifying pay periods after movement to Range B, employees shall receive Merit Salary Adjustments in accordance with of the BU 6 MOU until the maximum of the range is reached.

c. Range J: ~~Effective October 1, 1998, t~~ This apprenticeship range shall apply to the incumbents who meet criteria for payment at Range A under Alternate Range Criteria 290 and who are required to work a minimum of ~~168~~[1] 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168~~ 164 hours in a 28 consecutive day work period.

Upon movement to Range J from Range A, employees shall receive the minimum salary rate and shall retain their Merit Salary Adjustment anniversary date.

When employees are no longer eligible for payment under the provisions of Range J they shall be placed in Range A at the minimum salary rate and shall retain their Merit Salary Adjustment anniversary date.

d. Range K: ~~Effective October 1, 1998, t~~ This journeyperson range shall apply to the incumbents who meet criteria for payment at Range B under Alternate Range Criteria 290 and who are required to work a minimum of ~~168~~[1] 164 hours in a recurring 28 consecutive day work period as established by the departments under the 7K provision of the FLSA pursuant to the BU 6 MOU. This alternate range represents full compensation for all hours worked up to ~~168~~ 164 hours in a 28 consecutive day work period.

Upon movement to Range K from Range B, employees shall receive a one step (5%) increase and shall retain their Merit Salary Adjustment anniversary date.

Upon movement to Range K from Range J, employees shall receive the minimum salary rate and shall receive a new Merit Salary Adjustment anniversary date.

Thereafter, every twelve (12) qualifying pay periods after movement to Rank K, employees shall receive performance salary adjustments in accordance with the BU 6 MOU until the maximum of the range is reached.

When employees are no longer eligible for payment under the provisions of Range K, they shall be placed in Range B with one-step (5%) decreased from their Range K salary rate and shall retain their Merit Salary Adjustment anniversary date.

Salary Ranges A and B may be used individually to make salary comparisons for discretionary actions between classes. Salary Range B shall be used to make salary comparisons for mandatory actions if the move is "to" the class of Medical Technical Assistant, Correctional Facility (MTA, CF), Medical Technical Assistant, Psychiatric, or Casework Specialist, Youth Authority. Salary Ranges J and K shall NOT be used to make salary comparisons between classes, except as provided for in Section 15.19.

Upon movement in the same class to the same alternate range:

The employee shall move to the same alternate range and retain his/her salary rate and salary adjustment anniversary date. Example: MTA, CF, Range J to MTA, CF, Range J.

Upon movement to another RO6 class with exactly the same alternate range:

To determine the new ("to") appointment salary rate, Range J and Range K employees will move from the appropriate rate in Range A or Range B by reducing the based-on salary rate by one step (5%). Apply the appropriate salary rule application to this reduced rate (other special pays and/or pay differentials, etc., may come into play).

The salary adjustment anniversary date is unaffected by this process. However, the anniversary date for Ranges A and J is subject to the R~~O~~06 apprenticeship provisions and are not governed by the Department of Personnel Administration anniversary rules. The new ("to") anniversary date is established based on the provisions of the new ("to") class, if applicable.

C. **PERMISSIVE** reinstatement to state service after a permanent break in service into CO, YCO, and Youth Correctional Counselor classifications:

1. Employees who had a prior appointment in Range 1 or Range A of CO who have NOT graduated from or completed the basic academy who are permissively reinstating to state service after a permanent break in service to the classification of CO shall only be eligible for appointment to Range 1.

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

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

If the apprentice desires to appeal the Warden's decision, the apprentice shall appeal to 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.

~~Footnote 1.~~

~~Effective at the beginning of the first work period following July 1, 2004, the 168 hour range criteria shall be reduced to 164 hours as provided for in Section 11.11.~~

# Management Proposal

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

## Subject: ARTICLE 15: SALARIES

### 15.02 Recruitment Incentive

**Housing Stipend**

A. In recognition of recruitment and retention problems, the parties agree that effective July 1, 2007,[1] the State shall provide ~~a $175 per month~~ the following housing stipends:

1) $175 per month for MTA'S employed at Salinas Valley Psychiatric Program; [2] and

2) $500 per month for all CDCR employees employed at ~~the~~ San Quentin, Correctional Training Facility (CTF) and Salinas Valley State Prison (SVSP)[3].

~~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.~~B. 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.~~C. In order to receive this housing stipend, an employee must make a commitment to stay at the eligible facilities or offices through June 30 of each eligible year.

~~E.~~ D The parties agree to reopen this section in regard to new facilities and/or institutions.

~~G.~~E. Employees on IDL shall continue to receive this stipend.

**Recruitment and Retention Incentives**

~~F.~~ When ~~CDC~~ CDCR or DMH believes a recruitment or retention problem exists in a specific ~~parole unit~~ location they agree to request that DPA authorize a ~~plus adjustment~~ recruitment incentive for the affected location ~~unit~~.

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[1] The increases will be effective retroactive to July 1, 2007 for those employees who remained employed at one of the respective facilities for the time period between July 1, 2007 and the effective date of the MOU.

[2] < Note to CCPOA: Salinas Valley Psychiatric Program has been receiving the $175 per month housing stipend.>

[3] <Note to CCPOA: Salinas Valley State Prison has been receiving the $175 housing stipend pursuant to ¶B. Only new language to this section is underlined.>

MANAGEMENT PROPOSAL

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 15: SALARIES**

## 15.08 Night Shift Differential/Weekend Differential

### Night Shift Differential

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

| CLASS TITLE | CLASS | SCHEM |
|---|---|---|
| Correctional Counselor I | 9904 | XS40 |
| Correctional Officer | 9662 | WY50 |
| Youth Correctional Officer | 9579 | WU90 |
| Medical Technical Assistant CF | 8217 | WZ25 |
| Youth Correctional Counselor | 9581 | WU65 |
| Fire Captain ~~fighter~~, CI | 9001 | VZ38 |

Effective July 1, 2007, or the first pay period after union and legislature ratification, night shift differential will increase from 50 cents per hour to 75 cents per hour.

Effective July 1, 2008, night shift differential will increase from 75 cents per hour to $1.00 per hour.

### Weekend Differential

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

Effective July 1, 2007, or the first pay period after union and legislature ratification, weekend shift differential will increase from 65 cents per hour to 90 cents per hour.

Effective July 1, 2008, weekend shift differential will increase from 90 cents per hour to $1.25 per hour.

Weekend shift differentials are not to be combined with night shift differential. If an employee is currently receiving night shift differential, he/she is only entitled to the additional amount up to the total weekend differential shift amount.

**MANAGEMENT PROPOSAL**

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 15: SALARIES**

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

A. Employees who are employed at Avenal, Calipatria, Centinela, Ironwood, or Chuckawalla Valley State Prisons, ~~CDC~~ CDCR, for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of $2,400, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.

B. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Calipatria, Centinela, 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, Calipatria, Centinela, 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.~~K. Effective July 1, 2007[1] ~~1998~~, CDCR employees who are employed at ~~Calipatria State Prison, CDC~~ Salinas Valley State Prison, Correctional Training Facility, High Desert State Prison and California Correctional Center (excluding camps), 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.~~

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[1] The effective date is retroactive to July 1, 2007 only for those employees who remained employed at one of the listed facilities for the time period between July 1, 2007 and the effective date of the MOU.

## MANAGEMENT PROPOSAL

**Bargaining Unit:** 6 **Date:**_____

**Exclusive Representative:** CCPOA

**Subject:** ARTICLE 24: ~~CYA~~ DJJ YOUTH CORRECTIONAL COUNSELORS (YCC) & YOUTH CORRECTIONAL OFFICERS (YCO)

### ~~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. However, effective July 1, 2002 and continuing each July 1 for the life of the MOU, the CYA agrees to phase in the equivalent of 56 YCC's (this includes YCO's and Clinic living Units) PY's for the purpose of adding SYCC's (this includes Clinic living unit Sergeants) Regular Day Off (RDO) relief into the posting pattern. The 56 PY's are in addition to any existing SYCC's RDO relief. CYA agrees to phase in the SYCC's RDO relief in equal numbers with priority given in the following order: Open Dorm Living Units, SMP's, Clinics, Drug Programs, Single Room Living Units, all other programs. For the purpose of counting posts, as the SYCC's RDO relief is activated, it shall be considered part of the posting pattern.~~

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

| ~~POPULATION~~ | ~~OPEN DORM LIVING UNITS~~ |
|---|---|
| ~~50 (§12.08(c): 46 – 55)~~ | ~~5 Post~~ |
| ~~60 (§12.08(c): 56 – 65)~~ | 6 Post |
| ~~70 (§12.08(c): 66 – 75)~~ | ~~6 Post~~ |
| ~~80 (§12.08(c): 76 – 85)~~ | ~~7 Post~~ |
| ~~90 (§12.08(c): 86 – 95)~~ | ~~8 Post~~ |
| ~~100 (§12.08(c): 96 – 105)~~ | ~~9 Post~~ |

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

| ~~POPULATION~~ | ~~SINGLE ROOM LIVING UNITS~~ |
|---|---|
| ~~50 (§12.08(c): 46 – 55)~~ | ~~4 Post~~ |
| ~~60 (§12.08(c): 56 – 65)~~ | ~~5 Post~~ |
| ~~70 (§12.08(c): 66 – 75)~~ | ~~6 Post~~ |
| ~~80 (§12.08(c): 76 – 85)~~ | ~~7 Post~~ |
| ~~90 (§12.08(c): 86 – 95)~~ | ~~7 Post~~ |

| ~~POPULATION~~ | ~~SINGLE ROOM LIVING UNITS~~ |
|---|---|
| ~~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 and is based on the wards age and individual program needs. To this extent, management agrees not to assign incoming wards to a unit that is at the break point of 65 in open dorms and 85 in single rooms until all units of like age and/or programming are at the same break point. However, should a ward pose such a safety concern, such as, a threat or/and assault on staff or a safety concern to other wards or self, management may place such a ward(s) in a manner, which is safer and more secure for staff and wards. 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. To this end to ensure harmonious labor relations, the CYA agrees, if so requested by the local Chapter President, that the Daily Movement Sheet as well as any other population, movement justification and/or ward accountability documents(s) shall be provided (in a timely manner), to satisfy that the ward placement and movement is being accomplished to enhance safety and is not being done in an arbitrary and or capricious manner. Grievances filed by CCPOA citing that wards are being placed in an arbitrary and/or capricious manner may be elevated through the mini-arbitration process. 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 statues are not on living unit rosters for purposes of this section. For living unit count increases beyond those illustrated within 24.04 A and 24.04 B, the methodology of increases by increments of ten (10) shall be continued for the purposes of adding additional YCC/YCO Post(s) to relevant units(s).~~

~~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. CYA agrees that the minimum staffing will be 5 posts for an Open Dorm Living Unit and 4 posts for Single Room Living Unit. 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) It is recognized that a committee is currently evaluating the staffing patterns for the living units. Should that committee recommendations impact this section, the parties agree to re-open this section.~~

## ~~APPENDIX ITEM #11 — 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)~~

## ~~SIDELETTER #16 REGARDING CYA LIVING UNIT STAFFING~~

~~Management agrees to realign the vacation and holiday relief to more correctly reflect the relief tied to the YCC posts. Management agrees to submit a Budget Change Proposal requesting additional positions in order to eliminate the supervisor from the posting pattern for the living unit.~~

# Management Proposal

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 24: ~~CYA~~ DJJ YOUTH CORRECTIONAL COUNSELORS (YCC) & YOUTH CORRECTIONAL OFFICERS (YCO)**

**24.05 ~~Post and Bid by Seniority for~~ DJJ YCC~~s~~ Preferred Watch/Regular Days Off by Seniority**

A. Shift Assignments by Seniority (Watch/Regular Days Off Preference):

There shall be seventy percent (70%) of the Youth Correctional Counselor (YCC) watch and Regular Day Off (RDO) assignments in the CDCR's Division of Juvenile Justice (DJJ) assigned according to seniority at each facility. Employee participation in the watch/RDO preference selection process is voluntary. For purposes of this section, the term "assignment" is synonymous with the term "position."

Watch and RDO Assignments by Seniority:

1. Upon mutually agreed upon dates, CDCR management and the CCPOA will conduct a series of planning and implementation meetings in Sacramento to discuss the watch/RDO process.

2. Within ninety (90) days of ratification of this MOU, seventy percent (70%) of the YCC RDO assignments on each watch at each facility shall be assigned on a seniority basis, excluding any camp, community correctional facility, parole region, or headquarters division and thirty percent (30%) shall be assigned at CDCR management's discretion.

3. This section is limited to YCCs with permanent, full-time status who are permanently assigned to and working at a facility. Eligible employees may participate only in their facility's watch/RDO preference selection process. Apprentices are excluded from the rights and privileges of this section.

4. Implementation Phase

   a) On each watch, seventy percent (70%) of all watch/RDO assignments will be filled on a seniority basis. CDCR management at each facility, in conjunction with the Local CCPOA Chapter President, will calculate this number.

   b) Seniority Scores shall be posted at a location to be determined and communicated by the Superintendent.

   c) The standard forms and procedures for assignment of seniority watch/RDO's will be discussed in the planning and implementation meetings in Sacramento.

   d) Failure of an employee to complete a watch/RDO preference will result in the employee being assigned at CDCR management's discretion without regard to watch, RDOs or start/stop times. This assignment, however, shall not count towards CDCR's 30%.

e) The initial watch/RDO assignments will be published by and available at the facility.

2. Maintenance Phase

After the initial watch/RDO assignments have been made, the following steps will be adhered to regarding maintenance of the system:

a) In order to participate in and maintain preference rights and privileges under this section, the employee must maintain standard or better over-all performance ratings, and be free from Adverse Personnel Actions for the preceding three (3) years, unless a specific exemption is made by the appointing power.

b) An otherwise eligible employee absent from the worksite during the preference selection process for such reasons as NDI, Workers' Compensation, leave of absence, annual military leave, etc., may participate in the process. Employees who are successful in obtaining a watch/RDO assignment must assume the duties of such watch/RDO within one (1) year of the posting of the preference selection results. Until such time as the employee occupies the watch/RDO assignment, it temporarily reverts to the conditional bid process.

In the event the employee is unable to assume the duties of the watch/RDO assignment within one (1) year, the employee will be assigned at CDCR management's discretion. This assignment, however, shall not count towards CDCR's 30%.

c) Submissions for watch/RDO preference will be conducted on a continual basis in conjunction with 70/30 watch/RDO preference requests.

d) Upon completion of the apprenticeship period, an otherwise eligible employee may submit, in writing, his/her seniority watch/RDO preference request as seniority watch/RDO's become vacant. The most senior, eligible, employee requesting the seniority watch/RDO shall be assigned to it. Once assigned, the employee shall remain in that watch/RDO until the next watch/RDO bid.

e) Nothing in this section abridges CDCR management's right to determine if an employee possesses the requisite knowledge, skills, abilities and other necessary and desirable qualifications for an assignment.

f) If for some reason other than specified above, it becomes necessary to job change an employee who has exercised his/her watch/RDO preference, that employee shall be job changed to a new position possessing the same RDOs on the same watch.

g) Assigned RDOs will not normally be realigned. If RDO realignment becomes necessary based upon an operational need, CDCR management will meet and discuss any potential changes with CCPOA prior to implementation of such realignment. A realignment of watch/RDO preference requests may be conducted at any time, however, upon mutual agreement of the Superintendent and the Local CCPOA Chapter President.

h) For purposes of expressing an watch/RDO preference assignment, the Chief Job Steward shall be given "super" seniority in order to select an assignment with Saturdays and Sundays off, if he/she so chooses.

3. Challenging Seniority Dates

a) Employees alleging seniority scores computed in error shall submit the complaint to the Superintendent or his/her designee for resolution within fifteen (15) calendar days of the posting of seniority scores. The Superintendent's or his/her designee's decision shall be final.

b) Errors in the posting of the seniority scores pursuant to subsection A(4)(b) above will result in the adjustment of the employee's seniority score at his/her facility. If the timing is such that selections and assignments have been made, the employee shall have a right to his/her preferred watch/RDO selection, if the corrected seniority score results in that watch/RDO placement.

c) Placement of an employee in a watch/RDO assignment due to the discovery and correction of a seniority score shall not be grievable by the employee being replaced. However, that employee will go back on the waiting list for the next available watch/RDO slot matching his/her preference request.

4. Disputes

All disputes concerning the watch/RDO preference selection process that are unable to be resolved at the local level shall be directed to the Joint Labor/Management Committee for final resolution, as the final level of review. The Joint Labor/Management Committee shall be comprised with equal representation of three (3) persons appointed by the CDCR Secretary and CCPOA, respectively. Disputes will be resolved by majority vote.

~~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. Staff bidding to the Intensive Treatment Programs, Sex Offender Programs (SOP), and Special Counseling Programs (SCP), shall make a commitment of at least two years.~~

~~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 re-designate 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 afore-stated 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 April 1, 2002, all facilities with the ITP, SOP, SCP units will have completed the post and bid implementation process for YCCs.~~

**MANAGEMENT PROPOSAL**

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 27: 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 supersedes and cancels any and all (1) other prior or existing understandings or agreements by or between the parties, whether formal or informal regarding ~~any~~ such matters ~~are hereby superseded~~ and (2) previous articulations, understandings, interpretations and/or applications of Section 27.01 or its predecessors. Except as expressly 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 at least thirty (30) days prior to its scheduled ~~proposed~~ implementation date.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 6 where all ~~three (3)~~ four (4) 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 timely requests in writing to negotiate with the State within fifteen (15) calendar days of the postmark or fax transmittal date of the State's notice of implementation; and

4. Where CCPOA's timely, written request to negotiate identifies that subsections B(1) and (2) above are satisfied.

Failure on the part of CCPOA to request to negotiate within this time period shall (1) constitute a waiver of CCPOA's right to negotiate prior to implementation, (2) relieve the State of any such bargaining obligation and (3) entitle the State to implement the change(s) as noticed.

~~Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement.~~ Agreements reached as a result of this section are neither arbitrable nor zipped into this MOU. Consistent with this section, these agreements may be modified to meet the operational needs of the Departments as determined by the State.

All agreements negotiated prior to the effective date of this MOU pursuant to the Entire Agreement clause of previous MOUs (including 27.01/19.01 or their predecessors) or the Ralph C. Dills Act and all stipulated awards, whether confirmed or not, are no longer part of this MOU and are considered non-arbitrable policies that have been unzipped in their entirety.

C[1]. Once the State has noticed CCPOA pursuant to the Entire Agreement clause of this ~~e~~ MOU ~~(Section 27.01)~~ and ~~has fulfilled any reasonable~~ CCPOA timely has requested to negotiate within fifteen (15) calendar days of the postmark or fax transmittal date of the State's notice of implementation, ~~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~~ the period of time remaining before the State's noticed implementation date. This, in part, means each side will Meet and Confer as often as necessary to potentially reach agreement. Both sides agree to work extended hours if necessary. If after the expiration of the ~~thirty (30) day calendar~~ period of time remaining before the State's noticed implementation date, 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.

CCPOA reasonably may request information which is relevant to the issue noticed and the State, in good faith, shall use its best efforts to fulfill such reasonable and relevant information requests. If the State believes CCPOA's information request to be unreasonable, or if CCPOA believes the State's response to an information request to be unreasonable, the "grieved party" may request to meet with the ~~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~~ CDCR Secretary and/or his/her designee ~~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 CDCR ~~Agency~~ Secretary ~~or Undersecretary~~. Nothing in this Agreement will prevent either party from filing a complaint with PERB.

D[2]. The CDCR/DMH and CCPOA agree that the Meet and Confer process has at times been viewed as cumbersome and inefficient. In an effort to modify this perception, the CDCR/DMH and CCPOA agree to the following:

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[[1] Explanatory note to CCPOA: The language of this Subsection (C) incorporates existing language from Side Letter #10. As such, only modifications to the Side Letter #10 language appear in underline and strikethrough.]

[[2] Explanatory note to CCPOA: The language of this Subsection (D) incorporates existing language from Side Letter #8. As such, only modifications to the Side Letter #8 language appear in underline and strikethrough.]

During the term of the MOU, in the event the CDCR/DMH finds it necessary to make changes in areas within the scope of negotiations, and also believes that it has a business necessity to expedite the standard procedure for noticing CCPOA of such changes, or believes that the proposed change will have a diminimus impact on employees in Unit 6, then the CDCR/DMH 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 CDCR/DMH 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 t~~ This procedure~~, some of the possible outcomes~~ could ~~be:~~ result in ~~W~~ waiver of the right to Meet and Confer,~~;~~ deferral to local negotiations, or ~~waiver for~~ implementation~~, but~~ with post-implementation Meet and Confer over impact. The potential flexibility inherent in these procedures will meet the needs of the CDCR/DMH and CCPOA.

The CDCR/DMH Chief of Labor Relations or the CDCR/DMH 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 CDCR/DMH a prioritized list of CCPOA employees to whom telephonic notice may be conveyed under this procedure. The CDCR/DMH agrees to provide notice to the highest listed individual who is available to take the call. This telephonic contact must then be confirmed in writing by both the CDCR/DMH and CCPOA.

This expedited procedure does not apply to matters covered by the MOU.

E. If the parties are in disagreement as to whether a proposed change is subject to this ~~sub~~section, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding.

F. Consistent with the express terms of this section, ~~I~~ 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.

G. 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 m~~M~~eet and c~~C~~onfer over alternatives to layoff and/or other unforeseen economic crises.

## ~~SIDELETTER #5 - 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 27.01 — Notice Requirements~~[3]

~~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 #9 — 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 #10 — Regarding Section 27.01 — Bargaining Requirements — Entire Agreement~~[4]

~~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~~

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[[3] Explanatory note to CCPOA: Language incorporated into Subsection (D), *supra*, with noted modifications.]

[[4] Explanatory note to CCPOA: Language incorporated into Subsection (C), *supra*, with noted modifications.]

~~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.~~

## MANAGEMENT PROPOSAL

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: ARTICLE 27: APPLICATION AND DURATION**

### 27.03 Term

A. Unless a specific provision provides for a different effective date, the terms of this Contract shall go into effect following ratification by the union and the legislature, and shall remain in full force and effect through and including .~~July 2, 2006.~~ June 30, 2010.

~~B. The parties agree on March 1, 2003, to reopen the contract to negotiate the following provisions:~~

~~1. Section 13.01 - Health Benefit Plan and 13.02 - Dental/Vision ERISA Trust.~~

~~2. Section 14.04 - Uniform/Uniform Accessories Replacement Allowance, and~~

~~3. Section 14.01 - Business and Travel.~~

The Union reserves the right to reopen negotiations after March 1, ~~2006~~ 2010.

# Management Proposal

**Bargaining Unit: 6** **Date:_____**

**Exclusive Representative: CCPOA**

**Subject: SIDELETTERS**

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

- The STD Form 634, Time Worked Report, will no longer be used at CDCR 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. An employee is only required to post and submit the ~~CDC~~ form 998A to the PPAS Timekeeper when the employee has used any of the following leave credits:

| | |
|---|---|
| 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 CDCR 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.
- 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.~~

- ~~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.~~

The implementation of the State Controller's Office 21st Century project (new payroll system) may have an effect on this sideletter. It is agreed that should implementation of the 21st Century project conflict with this sideletter, this sideletter will no longer be applicable.