



Contract Grievable/Arbitrable Contract Restrictions (2013 MOU)

- **5.11 Dignity Clause** - grievable up to the third level only. CalHR decision shall be final decision
- **11.1 Salaries** - this section is not subject to grievance or arbitration procedures
- **5.17.1 Recruitment and Retention Differentials (excludes BU 17)** - not subject to grievance or arbitration procedures
- **15.3 Hardship Transfer** - this section is grievable to the department head and elevated to CalHR. It is not arbitrable
- **19.9.15 Exchange of Time Off (BU 15)** - grievable up to the third level only and will not be arbitrable
- **19.14.15 OT Distribution, CDCR (BU 15)** - this section is grievable to the department head
- **19.31.20 Split Shifts (BU 20)** - grievable up to the third level only and will not be arbitrable
- **20.13.20 Shift/Day Off Preference State Special Schools (BU 20)** - grievable up to the third level only and will not be arbitrable
- **Side Letter # 3 Retired Annuitants** - grievable up to the third level only and will not be arbitrable
- **Side Letter # 5 Student Assistants** - grievable up to the third level only and will not be arbitrable
- **Side Letter # 17 Employee Work Locations** - this section is not subject to grievance or arbitration procedures

Current Grievable/Arbitrable Restrictions in MOU Language

- **8.32 Personal Leave Program 2010:** Subsection (O) - disputes regarding the denial are arbitrable. Other disputes 3rd Level. Subsection (P) - this article shall be applied consistent with the Addenda to this Article applicable to BU3 employees by CDCR-DAL, CDCR-DJJ, and CDE.
- **8.8. Transfer of Leave Credits, Work and Family Program (Catastrophic Leave) (C) (8)** – not subject to grievance, arbitration and AWOL procedures of the contract
- **8.9 Catastrophic Leave – Natural Disaster (I)** – not subject to grievance, arbitration and AWOL procedures of the contract
- **8.15.21 Personal Leave – Voluntary (Unit 21) (M)** – grievable up to the third level only
- **8.16 Family Medical Leave Act (FMLA) (H)** – this section is not subject to grievance or arbitration procedures
- **8.17 Mentoring Leave (Excludes Units 17 and 21) (H) & 8.17.21 Mentoring Leave (Unit 21) (H)** – any appeals and/or disputes regarding this section shall be handled in accordance with the complaint process
- **8.23.1 Employment Development Department (EDD Vacation Leave Policy (Unit 1) (E)** – grievable up to the third level only
- **8.28.21 Educational Leave (Unit 21) (L)** – denial of educational leave, along with the reason for the denial shall be given to the employee within (15) days of the request and may be appealed to Step 3, DPA



- **8.30.20 Family Crisis Leave Bank, State Special Schools (Unit 20)** – this section is not subject to grievance procedure
- **8.31.21 Personal Leave Program: 1992 and 2003 (Unit 21) (C)** – grievable up to the third level only
- **9.11 Enhanced Industrial Disability Leave (EIDL) (E)(G)** – the decision of eligibility for EIDL w/dept director or designee. This section is not subject to arbitration procedure of this Contract
- **9.14 Temporarily Disabled Employees (C)** – this section is not subject to grievance or arbitration procedures
- **9.15 Industrial Disability Leave (IDL) (H)** – this section is not subject to grievance or arbitration procedures
- **9.17 State Disability Insurance (B)** – this section is not subject to grievance or arbitration procedures
- **9.19.3 Light/Limited Duty Assignments (Unit 3) (F), 9.19.14 (Unit 14) (F), 9.19.15 (Unit 15) (F)** – this section is not subject to grievance or arbitration procedures, but may be appealed to the SPB, DFEH, and/or EEOC
- **9.19.17 Light/Limited Duty Assignments (Unit 17) (D) & 9.19.20 (Unit 20) (D)** – this section is not subject to grievance or arbitration procedures
- **9.21.17 Reasonable Accommodation (C)** – this section is not subject to grievance or arbitration procedures, but appealable to SPB
- **10.4 Injury and Illness Prevention Programs (IIPP) (B)** – grievable up to third level only
- **10.6 Emergency Evacuation Procedures (B)**– grievable up to the third level only
- **10.11.17 Hazardous Materials (Unit 17) (C)** – grievable up to the second level only
- **10.31.11 Health and Safety Inspections** – this section is not subject to grievance or arbitration procedures
- **11.13 Tax Deferral of Lump Sum Leave Cash-Out Upon Separation (F)** – this section is not subject to grievance or arbitration procedures
- **11.17 Recruitment and Retention Differentials (Excludes Unit 17) (E)** – this section is not subject to grievance or arbitration procedures
- **11.19.20 Recruitment and Retention (Unit 20) (F)** – this section is not subject to grievance or arbitration procedures
- **11.20 Recruitment and Retention – Avenal, Ironwood, Calipatria, Chuckawalla Valley and Centinela Prisons (Excludes Units 17, 20 and 21 (I)** – this section is not subject to grievance or arbitration procedures
- **11.21.4 Recruitment and Retention Differentials – Account Clerk Series CDCR (Unit 4) (E)** – this section is not subject to grievance or arbitration procedures
- **11.27.1 California State Lottery (CSL) Sales Incentive Bonus (Unit 1) (K)** – grievable up to the second level only (Director, CSL)
- **11.28.1 CSL Business Building Incentive (BBI) Program (Unit 1) (M)** – grievable up to the second level only (Director, CSL)
- **11.40.11 Operational Availability Incentive Program – DWR (Unit 11) (F)** – is not subject to grievance or arbitration procedures



- **11.41.11 Commercial Driver's License Differential (Unit 11) (B) (2)** – not subject to Article 6 except in position designated out of annual review process shall be subject to formal grievance procedure. (B)(6) – is not subject to grievance or arbitration procedures
- **11.42.11 Water Treatment Plant Differential (Unit 11) (D)** – grievable up to the third level only
- **11.58.17 Arduous Pay Differential (Unit 17)** – this section is not subject to grievance or arbitration procedures
- **11.60.20 LVN Recruitment and Retention (Unit 20) (C)** – this section is not subject to grievance or arbitration procedures
- **11.65.21 Arduous Pay Differential (Unit 21) (5)** – this section is not subject to grievance or arbitration procedures
- **12.7 State Owned Housing (D)** – this section is not subject to grievance or arbitration procedures. Subsection (2) Working Condition Fringe Benefit Exception (d) – this section is not subject to grievance or arbitration procedures
- **13.6 Performance Appraisal of Permanent Employees (Excludes Units 3, 17 & 21 (B))** – grievable up to the second level
- **13.6.17 Performance Appraisal (Unit 17) (B)** – grievable up to the third level
- **13.6.21 Performance Appraisal (Unit 21) (B)** – grievable up to the third level
- **13.16.1 Employee Recognition and Morale Program FTB and BOE (Unit 1) (E)** – subject to the complaint procedure
- **13.17.1 Independent Research/Professional Papers (Unit 1) (C)** – subject to the complaint procedures as specified in Article 6
- **13.18.17 Professional practice Groups (Unit 17) (L)** – subsections A and E are not subject to grievance procedure
- **13.18.20 Professional Practice Groups (Unit 20) (G)** – subsections A and E are not subject to grievance procedure
- **13.34.20 Non-Mandatory Training (B)** – grievable up to the third level
- **14.4.17 Duty Statements/Post Orders, and Work Instructions (Unit 17) (C)** – grievable up to the third level
- **14.20.17 Classification Reviews (Unit 17)** – this section is not subject to grievance or arbitration procedures
- **15.1 Appeal of Involuntary Transfer (B)** – involuntary transfer in which does not require an employee to change residence shall not be subject to the grievance and arbitration procedure. Subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee
- **17.8 Employer-Paid Employee Retirement Contributions (5)**– this section is not arbitrable
- **19.9.1 Exchange of Time Off (Unit 1) (H), 19.9.3 (Unit 3) (I), 19.9.4 (Unit 4) (I), 19.9.11 (Unit 11) (H), 19.9.14(G), 19.9.20(H)** – this section is not subject to grievance or arbitration procedures
- **19.13.20 Overtime Scheduling (Unit 20) (I)** – overtime issues to be address under Article 5.10 (JLMC)
- **19.14.17 Overtime Scheduling CDCR (Unit 17) Involuntary Overtime (H)** – overtime issues to be address under Article 5.10.17 (JLMC)



- **19.19.21(a) Guidelines for Applying Work Week Group E Policy (Unit 21)** – an expedited dispute procedure which has been negotiated should be followed
- **20.4.15 Post and Bid Procedure for Vacant Positions (Unit 15) (C)** – all disputes (including seniority scores) concerning the post and bid that not resolved at the local level shall be directed to the CDCR headquarter JLMC for final resolution. Subsection (F) – if the employee disagrees with the reasons for the removal from the PPA, the employee can grieve the change within 21 calendar days of notification, directly to the JLMC. The grievance must be heard and a written response provided by JLMC within 14 calendar days. The grievance may not be appealed beyond the JLMC. The filing of a grievance shall not postpone any such removal. Subsection (G)(6) – all disputes (including seniority scores) concerning the post and bid that not resolved at the local level shall be directed to the JLMC for final resolution and shall not be subject to the grievance and arbitration procedures.
- **20.12.20 Post and Bid Procedure for Vacant LVN Positions, CDCR (Unit 20) (IX)(F)** – upon a request of the employee, a meeting will be held with the director or designee prior to the final decision regarding the employee’s ability to bid.(XIII) Disputes (A) – disputes concerning this section shall be grievable to the directors level of review and shall not be arbitrable.
- **21.8.1 EDD One-Stops (Unit 1) (C)** – grievable up to the third level
- **21.11.3 Class Size (Unit 3)(G)** – grievable up to the second level
- **21.18.11 Drug and Alcohol Testing (Unit 11) (C)(5)** – this section is arbitrable; employees who appeal a drug or alcohol related adverse action or rejections during probation to SPB shall automatically be deemed to have withdrawn with prejudice any related grievance filed pursuant to article 6 and shall have no right to file any additional grievance related to AA or rejection on probation.
- **21.22.17 Licensure (Unit 17)** – grievable up to the third level only
- **21.22.20 Licensure/Certification (Unit 20) (B)** – grievable up to the third level only
- **22.6.3 Tenure – Special Schools (Unit 3) (D)** – grievable up to the third level only
- **22.7.3 Enhanced Industrial Disability Leave (EIDL) State Special Schools (Unit 3) (F)** – this section is not subject to grievance or arbitration procedures
- **Side letter 7.4 (D)** – this section is not subject to grievance or arbitration procedures
- **Unit 4 Side letter 12.4 – DMV – Motor Vehicle Field Representative PI (F)** - file a written protest pursuant to sect. 20.2.4
- **Appeal to RN education diff** – Appeal process final appeal is to Executive Director within 20 days
- **Unit 21 Side Letter, Addendum 2.21 (5)** – this section is not subject to grievance or arbitration procedures
- **G.3(B)** – this section is not subject to grievance or arbitration procedures