CALHR

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

Office of the Director
1515 S Street, North Building, Suite 400
Sacramento, CA 95811
(916) 322-5193 Fax (916) 322-8379

Governor Edmund G. Brown Jr.
Secretary, Government Operations Agency Marybel Batjer
Director Richard Gillihan
Acting Chief Deputy Director Pam Manwiller

December 18, 2014

The Honorable Mark Leno
Chair, Joint Legislative Budget Committee
Legislative Office Building
1020 N Street, Room 553
Sacramento, CA 95818

Re: Addenda to Bargaining Unit (BU) 6 - the California Correctional Peace Officers Association (CCPOA), BU 18 - the California Association of Psychiatric Technicians (CAPT), BU 19 – the American Federation of State, County and Municipal Employees (AFSCME), and the Service Employees International Union (SEIU), Local 1000, Memoranda of Understanding - Various Agreements

This is to inform you of several agreements reached between the state and BUs 6, 18, 19, and SEIU, Local 1000, BUs 1, 4, 11, and 20.

- The attached BU 6 agreements are impact negotiation agreements negotiated at local meet and confer meetings.
    - Centinela Prison- Activation of Substance Abuse Program at Facility B
    - CDCR, Statewide- Electronic Drug Detection Equipment on Inmates
    - CDCR, Statewide- Transportation Unit Scheduling Procedure
    - CDCR, Division of Rehabilitation- Long Term Offender Pilot Program
    - CDCR, Statewide- Activation of Female Community Reentry Facility in McFarland
    - CDCR, Statewide- Division of Adult Parole Operations- One-Time Transfer Agreement
    - CDCR, Statewide- Wave 5 Layoff Agreement- Defines the voluntary transfer process and demotional patterns for employees in the Parole Service Associate classification.
- The BU 18 and 19 agreements specifically apply to California Correctional Health Care Services (CCHCS). Due to the decrease in inmate population resulting from AB 109 (Chapter 15, Statutes of 2011), staff reductions are necessary. Similar to prior submittals, these agreements will assist the CCHCS in realigning medical staff.

- The two SEIU agreements apply to the Department of Veterans Affairs (DVA) and the Department of Motor Vehicles (DMV), both are temporary agreements.

    - The DVA agreement acknowledges that both the state and the Union agree to abide by the implementation of orders/recommendations from County Public Health Officers regarding the flu season, and defines health care workers for the purposes of the agreement. Termination of the agreement will occur upon the conclusion of the 2014-2015 flu season.

    - The DMV agreement is the result of AB 60 (Chapter 524, Statutes of 2013). The agreement outlines the terms and conditions of employment for those hired to staff the new Drivers Licensing Processing Centers. This agreement is also temporary, and will remain in effect until July 1, 2016.

CalHR is submitting these addenda for the Committee's review. If you have any questions please contact Jodi LeFebre, Legislative Coordinator at (916) 327-2348.

Sincerely,

Richard Gillihan, Director
California Department of Human Resources

Attachments

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant
Joint Legislative Budget Committee

Camille Wagner, Chief Deputy Legislative Affairs Secretary
Office of Governor Edmund G. Brown Jr.

Mac Taylor, Legislative Analyst
Office of the Legislative Analyst

Nancy Farias, Deputy Secretary for Legislation
Government Operations Agency

ecc:

Marianne O'Malley, Director Gen. Government
Office of the Legislative Analyst

Nick Schroeder, Fiscal and Policy Analyst
Office of the Legislative Analyst

Erika Li, Asst. Program Budget Manager
Department of Finance

Craig Cornett, Chief Fiscal Policy Advisor
Office of the Pro Tem

Charles Wright, Chief Consultant
Office of the Pro Tem

Chris Woods, Budget Director
Office of the Speaker

Greg Campbell, Chief of Staff
Office of the Speaker

Nick Hardeman, Chief Consultant
Office of the Speaker

Seren Taylor, Staff Director
Senate Republican Fiscal Office

Chantele Denny, Consultant
Senate Republican Fiscal Office

Anthony Archie, Consultant
Assembly Republican Fiscal Office

Eric Swanson, Staff Director
Assembly Republican Fiscal Office

Mark Ibele, Staff Director
Senate Budget Committee

Joe Stephenshaw, Consultant
Senate Budget Committee

Christian Griffith, Chief Consultant
Assembly Budget Committee

Mark Martin, Consultant
Assembly Budget Committee

Mark McKenzie, Staff Director
Senate Appropriations Committee

Maureen Ortiz, Consultant
Senate Appropriations Committee

Geoff Long, Chief Consultant
Assembly Appropriations Committee

Joel Tashjian, Consultant
Assembly Appropriations Committee

Pamela Schneider, Chief Consultant
Senate PE&R Committee

Karon Green, Chief Consultant
Assembly PER&SS Committee

Gary Link, Consultant
Senate Republican Caucus

Terry Mast, Consultant
Assembly Republican Caucus

Pam Manwiller, Acting Chief Deputy Director
CalHR

Shawn Ramirez, Labor Relations Officer
Labor Relations, CalHR

Stephen Booth, Labor Relations Officer
Labor Relations, CalHR

Candace Murch, Labor Relations Officer
Labor Relations, CalHR

Dave Ide, Acting Chief
Financial Management, CalHR

BU 6

AGREEMENT BETWEEN THE CENTINELA STATE PRISON (CEN) AND THE CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA) REGARDING THE ACTIVATION OF A SUBSTANCE ABUSE TREATMENT PROGRAM ON FACILITY "B" (CDCR LOG #14-049-0)

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on August 8, 2014, regarding the activation of a Substance Abuse Treatment Program in Facility B Schedule for July 28, 2014.

1. CEN and CCPOA agree to provide the following office equipment for the Correctional Officer and Parole Services Associate (PSA) on Facility B Substance Abuse Treatment Program:

    - Office
    - Desk
    - Chair
    - File Cabinet
    - Computer
    - Printer
    - Refrigerator

2. CEN and CCPOA agree to provide the following personal equipment for the officer on Facility B Substance Abuse Treatment Program:

    - Personal Alarm
    - Radio
    - Keys
    - Cuffs
    - Baton
    - OC Spray

3. CEN and CCPOA agree to provide the following personal equipment for the PSA on Facility B Substance Abuse Treatment Program:

    - Personal Alarm
    - Keys

4. CEN and CCPOA agree during the construction no inmates will have access to the building, specifically to the SATP area under construction.

5. CEN and CCPOA agree 30 days after full implementation/construction, the parties shall meet locally to discuss any concerns/impact issues

CEN

Nathaniel Allen
Labor Relations Representative

Brandy Escalera
Labor Relations Analyst

Yvette Castillo
SATP Manager (CCIII)

David Sidhu
Correctional Captain

CCPOA

Michelle Arteaga
CCPOA Field Representative

Mike Kullander
CEN Chapter President

Steve Tirado
CCPOA Job Steward

Curtis Keating
CCPOA Job Steward

Chris Alvarado
CCPOA Job Steward

AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) AND THE CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA) REGARDING THE INTENT TO UTILIZE ELECTRONIC DRUG DETECTION EQUIPMENT ON INMATES WITHIN CDCR CDCR LOG #14-008/CCPOA NG #52160

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on July 29, 2014, regarding the Intent to Utilize Electronic Drug Detection Equipment on Inmates Within CDCR .

1. The State and CCPOA agree that only staff who have successfully completed a training course in ION Scanner operations will utilize the ION Scanner.
2. The State and CCPOA agree the State will provide CCPOA a copy of the Electronic Drug Detection Equipment Shift Maintenance Log. *Attachment #3 will be the Statewide log.
3. The State agrees to provide CCPOA with a current list of drug testing Coordinators (DTC) for each institution with Electronic Drug Detection Equipment (EDDE).
4. CDCR and CCPOA agree that any changes to the use of Electronic Drug Detection Equipment for inmates, will result in notice to CCPOA pursuant to the Ralph C. Dills Act.
5. CDCR and CCPOA agree that upon activation of the Electronic Drug Detection Equipment (ION Scanner) at each institution, a local meet & discuss with the local chapter will occur upon request by either party. If local discussions are unable to be resolved within thirty (30) Days of implementation the issues will be elevated back to the table for resolution.

CDCR	CCPOA
Rita Taylor	JEFF HOBBS
Padma Linker	
J. Peterson	Mike Vaughan
Hayley Hill	Don Cathey
SHERLTON WATTERS	
B. Dawson / B. Grube	

STATEWIDE AGREEMENT BETWEEN
THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)
DIVISION OF ADULT INSTITUTION (DAI) TRANSPORTATION UNIT
AND
CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA)
REGARDING
TRANSPORTATION UNIT SCHEDULING OPERATIONAL PROCEDURE
CDCR 12-078-0

This agreement represents the full and complete understanding reached by and between the parties at the conclusion of the Meet and Confer negotiations on August 7, 2014, regarding the Statewide Transportation Unit Scheduling Operational Procedure.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- CCPOA and the State agree that the Statewide Transportation Unit will utilize the scheduling OP (#001) developed by the parties at this table effective immediately (August 11, 2014).
- CCPOA and the State agree to reopen this table under MOU Section 27.01, at the request of either party, to address any unforeseen impact issues on or before November 15, 2014.

This agreement may be signed by facsimile and in parts, which, when all necessary signatures are obtained, shall have the same force and effect as though all signatures were executed on one document

CDCR

8/7/2014
ROLANDA GREGORY Date
Labor Relations Representative
CDCR Office of Labor Relations

8/7/14
JOHN HERRERA Date
Correctional Administrator
Transportation Unit - DAI

8/7/14
JASON WILLIAMS Date
Correctional Captain
Transportation Unit - DAI

CCPOA

8/7/14
TIM HAFNER Date
Field Representative
CCPOA

8/7/14
YADIRA VASQUEZ Date
Job Steward
CCPOA

8/7/14
ADRIAN NORMAN Date
Chief Job Steward – Central Hub
CCPOA

8-7-14
ERCELL SELLERS Date
Chief Job Steward – Southern Hub
CCPOA

8.7.14
GREG GURROLA Date
Chief Job Steward – Northern Hub
CCPOA

STATEWIDE AGREEMENT BETWEEN CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA) AND THE STATE OF CALIFORNIA,
DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) DIVISION OF REHABILITATION PROGRAMS (DRP)
REGARDINGTHE IMPLEMENTATION OF THE LONG TERM OFFENDER PILOT PROGRAM (LTOPP).

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on August 26, 2014, regarding Long Term Pilot Program. This Agreement becomes an addendum to the current Bargaining Unit 6 Memorandum of Understanding July 3, 2013- July 2, 2015. CDCR LOG Number 13-122.

1. The State and CCPOA agree to that upon completion of the LTOPP if no precluding case factors exist, the inmate participant will be returned to the original institution normally allowing the assigned CCI a minimum of six (6) months prior to the due date of the lifer report.

2. The State and CCPOA agree that CDCR will only provide keys to the site specific areas for Contract Counselors.

3. The State and CCPOA agree that inmates enrolled in the LTOPP will not be allowed into program rooms until contract staff are on site and available.

4. The State and CCPOA agree to meet locally to discuss the scheduling and process of urinalysis testing for the LTOPP. If local discussions are unable to be resolved within thirty (30) Days of the conclusion of this signed agreement, the issues will be elevated back to the LTOPP negotiation table for resolution.

STATE

Padua Linver P.A. Linver
KELLY MEDINA K Medina
M.T. Moth
Troy Todd T. Todd
Rita Taylor Rita Taylor

CCPOA 8.26.14 12:02 pm

Nicole Clavo, Psy.D.
Kurt Stoeffl
Mike Vaughn

AGREEMENT BETWEEN THE

CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA)

AND THE

CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)

STATEWIDE

ACTIVATION OF FEMALE COMMUNITY REENTRY FACILTIY (FCRF) IN MCFARLAND

DATE: August 29, 2014

This agreement represents the conclusion of negotiations regarding the above referenced issue. This agreement is an addendum to the current Bargaining Unit 6 Memorandum of Understanding between the CDCR and CCPOA.

1. Parties agree that Correctional Counselors I (CCI) will not be required to perform duties contracted out to GEO staff or other contractors unless an emergency situation exists. Except for code response in their immediate area.

2. Parties agree that CDCR will develop a procedure to disseminate overtime, by seniority, when a CCI position is vacant, ie. long-term sick or case load exceeds the 161 to 1 ratio.

3. Parties agree that if the endorsement criteria for FCRF is modified as a result of a contract change, CDCR will notify CCPOA in writing.

4. CDCR agrees to provide a list of the custodial duties contracted with GEO staff to CCPOA.

5. CDCR agrees to provide copies of the completed incident packages, when a CCI at the FCRF is involved in an incident.

6. Parties agree to re-open this table at the request of either party within 60 days of the conclusion of the current negotiations.

CDCR

CCPOA

Agreement between
The State of California and the
California Correctional Peace Officers' Association (CCPOA)
Regarding a One-Time Transfer Process for Parole Agent Is/Parole Agent II Specialists Statewide

1. In an effort to allow the Division of Adult Parole Operations (DAPO) Permanent Full Time Parole Agent Is/Parole Agent II Specialists to transfer to a new work location, the State and CCPOA agree to a one-time statewide transfer process.

2. The one-time statewide transfer process requires a temporary suspension of the parties' Memorandum of Understanding, section 19.06(B) regarding transfer vacancy rates. On October 31, 2014, the temporary suspension shall be lifted.

3. Transfer requests received between July 1, 2014, and September 23, 2014, will be utilized for this process. The statewide seniority list generated as of July 1, 2014 will be utilized for this process and no further seniority (July-Oct 2014) shall be counted.

4. DAPO will freeze all transfers as of October 1, 2014.

5. By October 13, 2014, DAPO will produce the list of vacancies to be used in the process.

6. On October 23, 2014, DAPO and CCPOA will meet to award transfers based on July 1, 2014 statewide seniority scores.

7. Awards will be announced by October 30, 2014. Awards must be affirmatively accepted by November 6, 2014, or will be deemed rescinded by the PAI/PAII Specialist.

8. Report dates can be up to 120 days later to ensure the hiring of replacement PAI/PAII Specialist.

9. This process is voluntary and no relocation costs will be reimbursed.

10. Any Parole Agent who is on the reemployment list for PAI/PAII Specialist will be removed from reemployment upon acceptance of the transfer.

11. The parties' agree that any disputes under this agreement shall be brought to a Labor Management Committee consisting of 3 state representatives and 3 CCPOA representatives. No disputes under this agreement are subject to the grievance and arbitration process.

STATE

10/7/14

10/7/2014

CCPOA

Wave 5 Agreement
State of California and the Correctional Peace Officers' Association

Final Bid

1. The State will offer a final statewide Voluntary Transfer Process for BU-6 employees in the PSA classification at the conclusion of the options process impacted by layoff of demotion.

2. The State will call employees, in seniority order, who will be either laid off or received a demotion in lieu of layoff.

3. The State will notify CCPOA 24 hours before calling employees. CCPOA will ensure correct contact information for employees and notify employees to expect calls between 9AM-3PM and be available for call.

4. Awards will be made immediately available on the phone. Employees will make immediate decisions to the State can continue contacting employees. The State will provide written confirmation of award to employee.

5. Awards made in this process are binding and irrevocable.

Demotional Pattern

CCPOA and the State agree that should a PSA be awarded a Correctional Officer position via a personal demotional pattern in the Wave 5 Options Process, a background investigation will be expedited via the ISR process. This is an expedited background process over open candidates, but will not expedite over other current employees already in the ISR process. After a complete background clearance, Academy placement will be the next scheduled Academy start date.

State	CCPOA
H M Bendenelli 10/1/14	Andre Happy PAAC
Linda Lewis	Deborah Sharp
	John Bostick
	Michael Bakers 10-1-14

BU 18

California Association of Psychiatric Technicians

California Correctional Health Care Services Layoff Negotiations
Agreement

This agreement represents the full and complete understanding of the parties at the conclusion of impact negotiations completed on August 28, 2014, regarding the CCHCS staff reductions due to the decreased inmate population and implementation of a medical staffing model.

1. **Super State Restriction of Appointments (SROA)**

Super SROA provides for placement of employees impacted by layoff to vacancies in the same bargaining unit and classification within the same geographic area. Employees in the same classification designated safety have eligibility to non-safety and vice versa.

The geographic area is defined as the county in which the impacted employee works and those counties that surround the impacted employee's county. Employees who attain employment under this section do so on a voluntary basis and are not subject to relocation.

Role of CCHCS to Impacted Employees

In addition to completing and updating the SROA form as is done with all SROA employees, CCHCS has unique obligations for Super SROA employees to help them locate jobs:

1. Issue Surplus/Super SROA Certification letter to the affected employee(s).
2. Super SROA Worksheet form:
   a. Send the Super SROA employee a Super SROA Worksheet form to complete and return to the CCHCS human resource contact.
   b. Review the returned form and contact the employee to discuss their eligibility for the classes listed. If changes to the form are made, send a copy back to the employee for their records.
   c. Educate the employee on how to identify employment opportunities utilizing CalHR 's Vacancy Data Base System (VPOS).
3. Search for employment opportunities on the VPOS website.
4. Verify receipt of job vacancy bulletins from the hiring departments. Notify CalHR's PSB of any job vacancies bulletins that you did not receive a notification from the hiring department.
5. Upon receipt of job vacancy bulletins personally and expeditiously contact each Super SROA employee. 6. Immediately follow this initial contact by providing copies of the job vacancy bulletins to each Super SROA employee.
7. Instruct each Super SROA employee that meets the minimum qualifications (MQs) for the class of the position to apply for the jobs he/she is interested in within five calendar days of receipt of the job vacancy bulletin. In addition, remind the Super SROA employee to follow the filing instructions on the job vacancy bulletin when applying for the job and to indicate that they are Super SROA on their application.
8. Super SROA status ends in the same way SROA status ends for all designated.

Role of CCHCS in Hiring BU 18 Employees

CCHCS institutions filling vacancies shall offer positions to employees facing layoff, demotion in lieu of layoff, or mandatory geographic transfer, who meet the MQs for the

vacancy being filled, provided that the vacancy is equivalent in salary and responsibility and in the same geographic area and bargaining unit.

In addition to following the SROA procedures when filling a job vacancy, CCHCS institutions also have unique obligations to help Super SROA employees locate jobs:

1. Order a certification list for the job vacancy and contact (such as sending Inquiry/Contact letters) each Super SROA employee listed.
2. Widely advertise employment opportunities including posting them on the VPOS and posting them in their own department.
3. Contact the SROA Coordinator in each of the departments listed on CalHR's SROA website for having Super SROA employees in the Super SROA BU of the position vacancy being advertised. Notify the layoff department of the classification and duties of the job vacancy, number of vacancies, geographic location, and salary of the position(s) to be filled.
4. Follow up the contact by sending each SROA Coordinator and CalHR's PSB a job vacancy bulletin for each position to be filled.
5. CCHCS **MUST** fill each vacant position with an employee who meets the Super SROA criteria, if one applies. There are **NO EXEMPTIONS** to Super SROA requirements.

   Note: Hiring departments that have determined a Super SROA employee does not have the required professional license and/or credentials for the job vacancy are to contact CalHR's PSB for review of the determination before proceeding with the recruitment.
6. If no Super SROA employee, who is qualified for the job vacancy, applies for the job follow the provisions of the regular SROA Program.
7. Complete a Super SROA Compliance Audit form (on the CalHR website) for each Super SROA job vacancy filled and send it and the required document to CalHR's PSB.
8. Keep recruitment and hiring process documentation on file for audit purposes.

Role of Surplus/SROA Employees in BU 18 Classes

(1) Determine if you meet the eligibility criteria for Super SROA.

(2) Review and sign the copied Language Fluency and Geographic Location Questionnaire form and return to the department contact person.

(3) Respond to job bulletins forwarded to you from the CCHCS Seniority Placement Unit within five calendar days of their receipt.

(4) Seek and apply for BU 18 positions under the provisions of the regular SROA Program if you do not meet the Super SROA criteria.

2. **Job Search and Interviews**

   All impacted employees in layoff status will be granted reasonable time to attend State sponsored job interviews, job fairs and apply for open positions in agencies in accordance with the contract sections related to Release Time for State Civil Service Examinations. Such requests shall not be unreasonably denied.

3. **Departmental Statewide Placement Process (DSPP)**

   The CCHCS will provide a Statewide placement opportunity to those employees who are subject to separation due to layoff (i.e. layoff, retirement in lieu of layoff, or resignation in lieu of layoff).

- CCHCS will provide a vacancy list, to the above impacted employees, which the employees can bid for on a statewide basis. Only vacancies in counties outside the area of Super SROA will be offered via this process.
- Employees interested in transferring to these vacancies shall list their interest, in numerical order of preference on the document provided. This document will include the locations of available vacancies.
- Selections must be returned to the CCHCS, Seniority Placement Unit within three business days (M-F). The sheet can be sent via fax or email.
- Employees will be awarded the vacancies by seniority prior to the date of layoff.

Placements from the DSPP are not revocable. This is on a voluntary basis and employees participating are not subject to relocation. Employees who are eligible to participate and do not respond to the inquiry will be laid off.

4. **Right of Return**

Employees who transfer from California Men's Colony (CMC) to other CCHCS locations will have a one-time first right of return back to the employees' former work location of CMC until December 1, 2016. After December 1, 2016, the Right of Return provision is no longer valid.

- Employees must actively seek vacant positions themselves.
- The Department will advertise positions via the www.jobs.ca.gov website for a minimum of 10 working days. The advertisement will contain language providing instruction to former CMC employees how they may exercise their right of return. If the advertisement is posted "until filled" a final filing date by which former CMC employees must submit their application to exercise their right of return will be identified.
- An employee exercising this provision must write at the top of the front page of their application "Right of Return to former location from 2014 Population Adjustment Layoff of December 1, 2014." Applications received without the required language or after the final filing date indicated on the advertisement will not be included in the Right of Return process.
- If more than one person requests a return to the same position, the employee with the highest seniority (based on the final seniority scores for the 2014 Population Adjustment layoff) will receive the return placement.

California Association of Psychiatric Technicians

California Correctional Health Care Services Layoff Negotiations Agreement

California Association of Psychiatric Technicians	State Employer
	10-7-14
	10-8-14
	10/07/2014
	10/7/14

BU 19

American Federation of State, County and Municipal Employees (AFSCME)
And California Correctional Health Care Services
Phase 3 Layoff Negotiations
Agreement

This agreement represents the full and complete understanding of the parties at the conclusion of Impact negotiations completed on October 22, 2014, regarding the CCHCS staff reductions due to the decrease inmate population.

Date 10/22/14
Time 3:25 pm

LEAVE TIME

Impacted employees, including employees who retire or resign in lieu of layoff will be permitted to utilize any outstanding furlough, personal leave (PLP) and/or professional development time prior to their effective date of layoff.

On the occasion when employees are prevented from utilizing furlough or PLP leave, it shall be paid.

In the event an impacted employee has approved vacation/annual leave time scheduled prior to the date of layoff, the employee may substitute furlough or professional development time for vacation and/or personal leave time.

RELEASE FOR EMPLOYMENT OPPORTUNITIES

All impacted employees will be granted reasonable time to attend State sponsored job interviews, job fairs and apply for open positions in agencies in accordance with the contract sections related to Release Time for State Civil Service Examinations. Such request will not be unreasonably denied.

JOB SEARCH

Employees will be allowed to use state equipment and reasonable time to research and apply for other State positions.

DEPARTMENTAL RESTRICTION OF APPOINTMENTS (DROA)

In an effort to mitigate effects of planned staff reductions, CCHCS will initiate a Departmental Restriction of Appointments (DROA) process whereby priority consideration will be granted to surplus employees within the department.

The terms of this agreement expire December 1, 2014, unless otherwise specified.

UNION	State
Cliff Tillman, Jr.	TA 10/22/14 3:25pm
	Dominique OdHR
	Margaret Monahan, CCHCS
	Jackie Cheyne Shelton
Kathryn Peters	
Baljinder Atwal	

SEIU

Local 1000

LETTER OF AGREEMENT
BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1000 AND
THE DEPARTMENT OF VETERANS AFFAIRS
Concerning the
Order of mandatory influenza vaccination of all health care workers
Date: October 31, 2014

This side letter represents the full and complete understanding reached by the State of California and the Service Employees International Union (SEIU), Local 1000, relating to the impacts from the mandatory influenza vaccination policy for all healthcare workers at the Veterans Homes of California in impacted counties.

This policy was a result of the County Health Officers' order for influenza vaccination of all healthcare workers, and if they decline, to wear a mask for the duration of the identified influenza season while working in patient care areas of a health care facility.

THE PARTIES AGREE AS FOLLOWS:

The Department of Veterans Affairs (DVA) shall define "patient care areas" as follows:

For the purpose of adhering to this order, the areas where direct patient care is rendered will be limited to the following areas: Ambulatory Care Clinic, Residential Care Facility for the Elderly, Skilled Nursing Facility, Memory Care Center, Intermediate Care Facility, and ancillary clinics.

The Department of Veterans Affairs, shall define "healthcare workers" as all workers, paid or volunteer, employed by DVA that are working in the following areas: Ambulatory Care Clinic, Residential Care Facility for the Elderly, Skilled Nursing Facility, Memory Care Center, Intermediate Care Facility, and ancillary clinics.

DVA shall strongly recommend masking for those healthcare workers who have declined the influenza vaccine in counties where it is not required by the County Health Officer's order in areas defined as patient care.

DURATION OF AGREEMENT

This agreement will coincide with the annual Health Officers' order and will be effective for all new orders issued in counties where DVA employs healthcare workers.

UNION	STATE
[illegible]	Pam Aikman
[illegible] 15	[illegible]
Karen [illegible] BU 1	Stanley Jones
Ann Hutson BU 11	[illegible]
Heather Morrow 20	[illegible]
Patricia Maclean BU 4	

5:24 pm
11/13/14

LETTER OF AGREEMENT

BETWEEN

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1000 and THE STATE OF CALIFORNIA

regarding the Implementation of Assembly Bill 60 (AB 60)

Date: November 13, 2014

The State and SEIU Local 1000 have agreed to the following provisions, which shall remain in effect from November 13, 2014 through July 1, 2016:

1. Reopener - No less than every sixty (60) days, the Union may provide written inquiries to the department regarding the progress of the implementation of AB 60. On or after ninety (90) calendar days from January 3, 2015, at the request of either party, the parties shall meet and discuss the progress of AB 60 implementation. Thereafter, upon request of either party, the State and the Union agree to meet every ninety (90) days.

2. Limited Term (LT) Employees – The State shall consider hiring qualified Limited-Term employees hired for AB 60 implementation into permanent positions consistent with existing Civil Service rules.

3. Right to Return – This provision shall remain in force as long as Driver Licensing Processing Centers (DLPC) remain open and shall only apply to the four DLPC's located in Los Angeles, Lompoc, Stanton and San Jose. This provision shall only apply upon closure of the DLPC. This provision does not apply to Limited Term (LT) employees or any terminations for cause, rejections on probation, or voluntary transfers out of the DLPC during the time DLPCs are in effect.

The State agrees to allow employees who are voluntarily or involuntarily transferred to a DLPC as a result of the implementation of AB 60, and remain at the DLPC at the time of its closure, a one-time option to return to their former position and work location. This option will be provided when the DLPC is assigned to close. Upon notice to the employee of this option, this provision shall be considered fulfilled for the individual employee. Nothing in this agreement shall modify any other employee transfer agreements covered by the MOU.

4. Probationary Period – The DMV agrees to follow Title 2, California Code of Regulations (CCR) Section 322.

5. Training - The State recognizes the need to provide training to employees related to AB 60. Training materials related to AB 60 will be provided to Local 1000 president Yvonne Walker c/o SEIU Local 1000, 1808 14th ST. Sacramento, CA 95811, as they become available.

6. Parking Issues – In Field Offices where DMV controls parking, DMV shall provide a parking spot for Van Pools as defined by Article 12.4 (B) of the MOU. This provision shall apply to van pools consisting solely of DMV employees.

7. Bilingual Positions- The DMV will continue to assess bilingual services as provided under existing MOU language, Department and CalHR policies and the Dymally-Alatorre Act.

8. Approved Leaves – The State shall honor any pre-approved leaves in accordance with 8.1 of the Collective Bargaining Agreements.

UNION	STATE
Victor Alvarez, Unit 1 Steward SEIU Local 1000	Stephen Booth Cal HR
Deanna Jones, Unit 4 BUNC, Steward, DMV SEIU Local 1000	Brian Lin-Walsh DMV
Beverly Stockdale, Unit 4 DBUR, Steward, DMV SEIU Local 1000	David Keenan DMV
Richard Turner, Unit 4, Steward, DMV SEIU Local 1000	Dennis Kellogg DMV
Tonya Bealey, Unit 4, Steward, DMV SEIU Local 1000	Steve Westerman DMV
Camille Mahan-Carr, Unit 1 BUNC, Steward, EDD SEIU Local 1000	Justin Halverson DMV
Shelia Byars, Unit 1, Steward, DMV SEIU Local 1000	
Roland Becht, Contract Department Representative SEIU Local 1000	
Ted Burnett, DMV Statewide Coordinator SEIU Local 1000	