



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

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

January 29, 2015

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 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, 19 and several SEIU Local 1000 bargaining units.

- The attached BU 6 agreements are impact negotiation agreements bargained at local meet and confer meetings. These agreements represent changes to current procedures and programs:
  - California Institution for Men, Local Hiring Procedures agreement for the Security Administration building.
  - Ventura Youth Correctional Facility, Contraband Eradication Plan agreement, implementation of K-9 Program.
- SEIU Local 1000 agreement between the union and CDCR is regarding the implementation of the Enhanced Drug and Contraband Interdiction Program and the use of Electronic Drug Detection Equipment (EDDE). The agreement outlines policy and procedures.
- The BU 19 agreements apply to the Department of State Hospitals at Coalinga (DSH-C):
  - DSH-C will implement a Peer Assisted Living Services (PALS) program. The PALS program is designed to provide patients at DSH-C who have limitations with everyday living activities assistance from other patients.
  - The DSH-C pharmacy agreement memorializes a change in scheduling practices. In the past, Pharmacists at DSH-C were not scheduled to work on holidays, with this agreement they will be scheduled to work on holidays. Paying employees that work on holidays is already included in the BU 19 2013-2016 MOU, Section 8.1, that remains unchanged by this agreement. There are currently seven Pharmacists at DSH-C.

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, 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

Geoff Long, Legislative Director  
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

Christian Griffith, Chief Consultant  
Assembly Budget Committee

Genevieve Morelos, Consultant  
Assembly Budget Committee

Mark McKenzie, Staff Director  
Senate Appropriations Committee

Maureen Ortiz, Consultant  
Senate Appropriations Committee

Pedro R. Reyes, 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

Candace Murch, Labor Relations Officer  
Labor Relations, CalHR

Dave Ide, Acting Chief  
Financial Management, CalHR

# **SEIU Local 1000**

AGREEMENT BETWEEN  
SEVICES EMPLOYEE INTERNATIONAL UNION  
THE STATE OF CALIFORNIA,  
DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)  
REGARDING THE IMPLEMENTATION OF THE CDCR ENHANCED DRUG AND  
CONTRABAND INTERDICTION PROGRAM  
CDCR – 14-053-8

This agreement represents the full and complete understanding reached by the between the parties at the conclusion of the Meet and Confer negotiations on December 10, 2014, regarding the Implementation of the CDCR Enhanced Drug and Contraband Interdiction Program.

1. Results of the EDDE or K-9 searches will not be used as evidence to build or support to corrective or disciplinary case against an SEIU employees. Positive results of the pat downs and the discover of contraband on an SEIU employee are not subject to this exclusion.
2. After implementation at an institution, a SEIU representative will be permitted to observe the Drug Interdiction Process (Randomizer and EDDE) if the SEIU Representative is in the vicinity of the screening with the understanding that only one representative will be present.

The SEIU representative will notify and secure prior approval from his/her immediate supervisor. Subject to operational necessity, approval shall not be unreasonably denied. Should approval be denied, SEIU may elevate his/her request to the Warden or designee.

The observation will not impede any part of the Drug Interdiction Process and the State shall incur no cost in allowing this observation. Such observation does not require any prior notice to SEIU of when or where Drug Interdiction process will be utilized.

3. A list of employees assigned and trained to operate the EDDE will be provided as the list is updated, to individuals designated by SEIU at the local level.
4. Searches of SEIU members will not occur at the same time or in the same area as inmate visiting.
5. The State agrees that the Sign In/FLSA sheet will be placed in close proximity to the Randomizer. A SEIU member will be allowed to sign the FLSA sheet as soon as he/she has pushed the Randomizer and it has indicated the SEIU member has been selected for an enhanced search.

A SEIU member who is relieved late as a result of the Drug Interdiction Process will be allowed to sign out on the supplemental Sign-In/FLSA sheet

6. Upon SEIU request, CDCR agrees to meet regarding the implementation of the Enhanced Drug and Contraband Interdiction Program and to address institutional specific concerns. This section of the agreement will sunset 45 days after the completion of implementation at the last institution.

STATE

UNION

Margie McLean  
[Signature]

Bruce Thel BU3

Karen DeVell BU1

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**BU 6 CCPOA**

THE FOLLOWING CONSTITUTES AN AGREEMENT BETWEEN THE  
CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
CALIFORNIA INSTITUTION FOR MEN  
AND THE CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION  
REGARDING THE CIM SECURITY ADMINISTRATION BUILDING HIRING PROCEDURES

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer on December 8, 2014, regarding the Overtime Hiring Procedures for the California Institution for Men (CIM).

Now, therefore, the parties agree as follows:

1. Effective immediately, the Hiring Procedures outlined below will be utilized by the SAB Hiring Sergeants:
2. The purpose of this procedure is to establish guidelines for Watch Sergeants to properly fill all funded vacant positions on each watch, to include special assignments, unfunded and off-reservation positions.
3. The function of this plan is to ensure that all funded positions on each watch are covered to ensure the safety and security of CIM. This shall include special assignments, unfunded and off-reservation positions.
4. The Department Operations Manual, Article 20, Personnel Policies, Section 33010.16 through 33010.19 and the Bargaining Unit 6 Memorandum of Understanding (MOU) will be the reference for this agreement.
5. The Warden will have the overall responsibility for the operations and application of this procedure. The CIM Central Services Captain shall be responsible for the implementation as well as administrative oversight of this procedure. The Watch Commander and Watch Sergeant are responsible for daily operational compliance with this procedure.
6. Management shall ensure SAB staff are trained prior to performing OT hiring duties.
7. When a post position that requires coverage becomes vacant, the vacant position will be filled as follows:
  - Fill posts with appropriate Relief Officers:
  - Vacation Relief Officers (VROs) provide relief for (1) Vacations, (2) Sick Leave and (3) Other.
  - Sick Leave Officers (SLOs) provide relief for (1) Sick Leave and (2) Other.
  - Coverage Relief Officers (CROs) provide relief for (1) FMLA, Bereavement Leave, Military Leave, (2) Sick Leave and (3) Other.
  - Training Relief Officers (TROs) provide relief for (1) Training, (2) Vacation, (3) Sick Leave and (4) Other.
8. Permanent Intermittent Employees (PIE). All available relief staff must be utilized first before the hiring of PIE for any position. All available PIE must be used prior to the hiring any overtime.
9. Overtime will be used as a last resort to fill a vacant position.
  - Voluntary and Involuntary overtime will be awarded pursuant to the Bargaining Unit 6 MOU Section 12.05.

10. When a relief position, attached to the Watch (VRO, SLO, CRO, TRO) becomes vacant due to leave (Sick, FMLA, Bereavement Leave, Military Leave, Jury Duty, etc. except Post Vacant Officer (PVO), Emergency Firefighter (EFF) and Industrial Disability Leave (IDL)) the position will not be filled, it will be listed as "no coverage."
11. The blank Daily Voluntary Overtime Form (DVOF) will be available inside the SAB for staff usage. This form must be LEGIBLY completed and include the individuals name. Any incomplete or illegible entry will be considered unacceptable and the employee will be bypassed. The employee shall use only the lines and boxes on the forms as provided, and not write on the margins or they will be bypassed. Contact the Watch Sergeant if additional Sheets are needed.
12. Employees may complete the DVOF up to 30 days in advance. At the beginning of each shift, the SAB Sergeant will close out the DVOF and enter all names into Telestaff. Officers wishing to sign-up may do so in person before or after their shift. For purposes of overtime sign-up, shift designations shall be 0600 for 2<sup>nd</sup> watch, 1400 for 3<sup>rd</sup> watch and 2200 for 1<sup>st</sup> watch. Employees will be afforded the opportunity to modify their DVOF in the presence of SAB staff before or after the beginning of their shift.
13. Officers will only be allowed up to 2 contact numbers. Only 1 call will be made to each number listed. Every attempt will be made to contact the employee and leave a message regarding the offer of overtime, to include determining if the employee is at work; however, if there is no answer the next person on the list will be contacted.
14. Overtime hiring shall be completed on a seniority basis. The most senior person signed up will be offered the overtime shift (as long as he/she meets the requirements for the available post). If there are additional positions available for overtime the Hiring Sergeant will continue utilizing the overtime list and offer those posts in seniority order. Employees will be allowed to choose their overtime assignment from the available vacant posts by seniority. When an employee is offered an overtime position and/or declines an overtime position, the employee will not be offered another overtime position.
15. Employees will not be offered a voluntary overtime assignment, if the assignment would conflict or overlap with another shift worked. The most senior available officer will fulfill the vacancy.
16. There will be no bumping of staff. When employees accept an overtime position, this is the position they will work, even if the overtime ends prior to the complete eight hour shift except in cases of hiring errors.
17. CIM and CCPOA agree that for the purposes of hiring overtime, under normal conditions, it will be the responsibility of the SAB. Additionally, the Overtime Sign-up List will only be kept at the SAB.
18. CIM and CCPOA agree that normally the hiring of voluntary overtime will begin no sooner than eight (8) hours prior to the affected shift. This does not include culinary posts and transportation posts with varied hours.

THE PARTIES FURTHER AGREE:

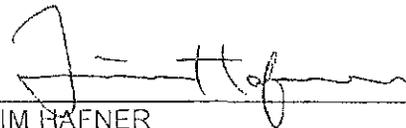
- This agreement represents the full understanding of the parties concerning the above references implementation, effective December 8, 2014.
- Nothing in this agreement is intended to nor shall be construed to supersede or modify any term of the parties' 2013-2015 MOU.
- This agreement concerns only the above references implementation and shall not serve as precedent for any other matter.
- This agreement is subject to the provisions of Section 12.05 and 12.06 of the 2013-2015 MOU.
- 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.

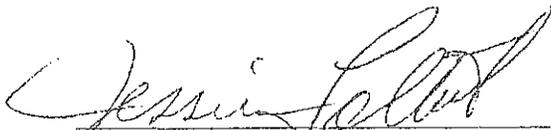
DATED: December 8, 2014

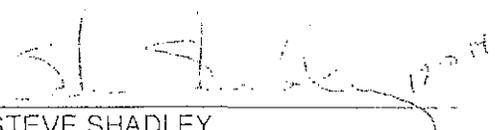
STATE-CIM

CCPOA- Chino Chapter

  
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DENNIS KING  
Associate Warden

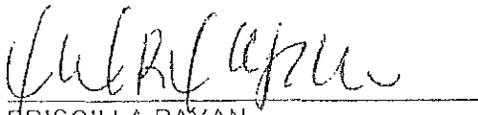
  
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TIM HAFNER  
CCPOA Field Representative

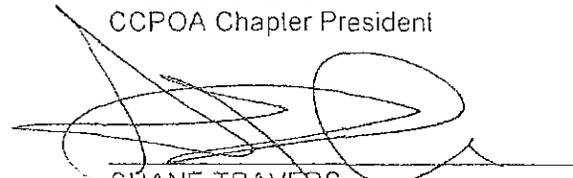
  
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JESSE TOLBERT  
Correctional Captain

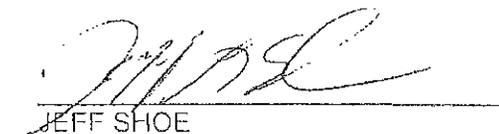
  
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STEVE SHADLEY  
CCPOA Field Representative

  
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NATHANIEL ALLEN  
Labor Relations Specialist

  
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FRED STEVENS  
CCPOA Chapter President

  
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TRISCILLA PAYAN  
Labor Relations Analyst

  
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SHANE TRAVERS  
CCPOA Chapter Vice President

  
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JEFF SHOE  
CCPOA Chief Job Steward

AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF  
CORRECTIONS AND REHABILITATION (CDCR) AND THE CALIFORNIA  
CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA)  
REGARDING THE CIM SECURITY ADMINISTRATION BUILDING  
HIRING PROCEDURES

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of the Meet and Confer negotiations on December 8, 2014, regarding the CIM Security Administration Building (SAB).

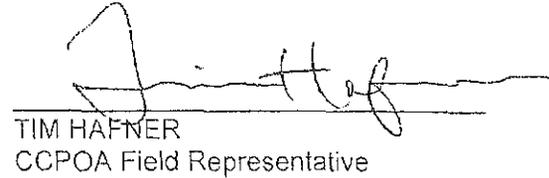
1. The parties agree that bullet point number 5 will remain unchanged.
2. The parties agree that bullet point #6, in pertinent part, shall be changed to read "management shall ensure that the SAB staff are trained prior to performing OT hiring duties.
3. The parties agree that on bullet point 11, the following language will be deleted: (pay number, and employees contact number).
4. The parties agree that bullet point 12 will read: "Employees may complete the DVOF up to 30 days in advance. At the beginning of each shift, the SAB Sgt will close out the DVOF and enter all names into Telestaff. Officers wishing to sign-up may do so in person before or after their shift. For purposes of overtime sign-up, shift designations shall be 0600 for 2<sup>nd</sup> watch, 1400 for 3<sup>rd</sup> watch and 2200 for 1<sup>st</sup> watch. Employees will be afforded the opportunity to modify their DVOF in the presence of SAB staff before or after the beginning of their shift."
5. The parties agree that bullet point 13 will read: "Officers will only be allowed up to 2 contact numbers. Only 1 call will be made to each number listed. Every attempt will be made to contact the employee and leave a message regarding the offer of overtime, to include determining if the employee is at work; however, if there is no answer the next person on the list will be contacted."
6. The parties agree that bullet point 18 will be deleted.
7. The parties agree that bullet point 19 shall remain in the agreement with a language change "Centralized Watch" will be replaced by "SAB".
8. The parties agree that bullet point 20 will be included as follows: "CIM and CCPOA agree that normally the hiring of voluntary OT will begin no sooner than 8 hours prior to the affected shift. This does not include culinary posts and transportation posts with varied hours.

DATED: December 8, 2014

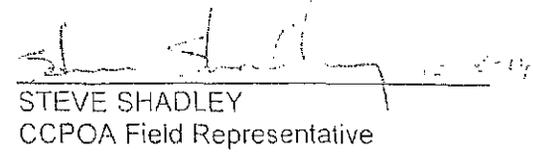
STATE-CIM

CCPOA- Chino Chapter

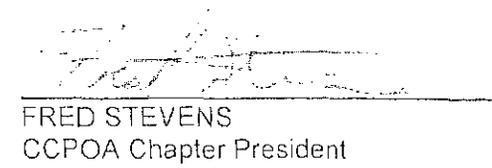
  
DENNIS KING  
Associate Warden

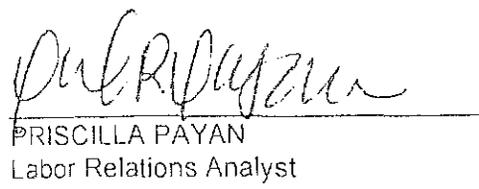
  
TIM HAFNER  
CCPOA Field Representative

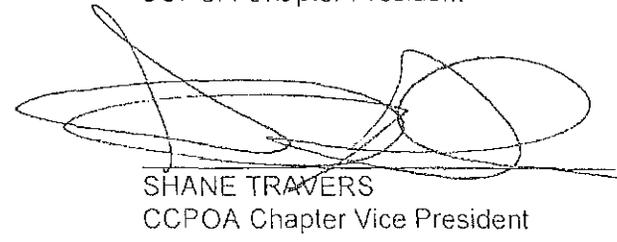
  
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Correctional Captain

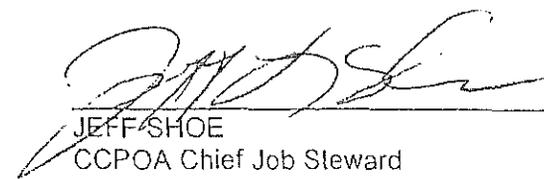
  
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CCPOA Field Representative

  
NATHANIEL ALLEN  
Labor Relations Specialist

  
FRED STEVENS  
CCPOA Chapter President

  
PRISCILLA PAYAN  
Labor Relations Analyst

  
SHANE TRAVERS  
CCPOA Chapter Vice President

  
JEFF SHOE  
CCPOA Chief Job Steward

THE FOLLOWING CONSTITUTES AN AGREEMENT  
BETWEEN THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION  
AND THE CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION  
REGARDING THE  
K-9 PROGRAM AT THE VENTURA YOUTH CORRECTIONAL FACILITY  
CDCR LOG NO, 14-065-0

WHEREAS, the CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR) provided the California Correctional Peace Officers Association (CCPOA), as the Exclusive Representative for Bargaining Unit 06 (BU 06) employees, with notice and CCPOA requested to meet and confer regarding the implementation of the K-9 Program at the Ventura Youth Correctional Facility (VYCF);

WHEREAS, CDCR and CCPOA have arrived at the following agreement, which is mutually prepared by the parties;

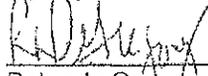
NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. VYCF and CCPOA agree that the K-9 Handler shall not be required to take the K-9 into the community with the exception of off-site training;
2. VYCF and CCPOA agree to meet within sixty (60) days to review Post Description # 131 (K-9 Officer) as it relates to the duties and responsibilities of the K-9 Handler;
3. VYCF and CCPOA agree that the handler position is on a "Sliding 6" schedule;
4. VYCF and CCPOA agree that the K-9 Handler may make his/her own schedule and he/she has discretion to decide when and where the K-9 is needed unless otherwise directed by the security supervisor/manager;
5. VYCF and CCPOA agree that BU 06 employees may defend themselves in the event the K-9 attacks their person. The K-9 Handler may use his/her duty weapon to defend himself/herself when off grounds in the event the K-9 attacks their person. BU 06 employees will not be subject to disciplinary action for injuring the K-9 if it is determined to be in self-defense or in defense of others; and
6. CCPOA agrees to withdraw and does withdraw the grievance filed on August 22, 2014 identified as CDCR # 14-S-59-0014 (CCPOA # 43095) related to the implementation of the K-9 Program at VYCF.

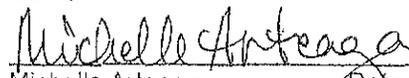
This agreement represents the complete understanding of the parties concerning the above-referenced implementation. This agreement concerns only the above-referenced implementation and shall not serve as precedent for any other matter.

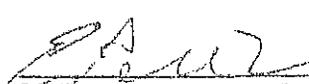
This agreement may be signed by facsimile and in parts, which, when all necessary signatures are obtained, shall have the same force and effect as though all signatures were executed on one document.

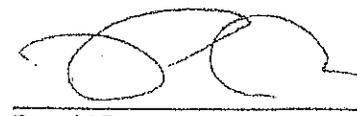
CDCR

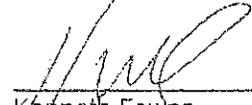
  
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Rolanda Greedy, Date 11/26/2014  
Labor Relations Representative  
CDCR Office of Labor Relations

CCPOA

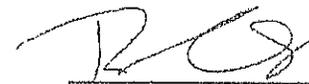
  
\_\_\_\_\_  
Michelle Arteaga, Date 12-10-14  
Field Representative  
CCPOA

  
Ed Perez, Date: 11/25/14  
Labor Relations Representative  
CDCR Office of Labor Relations

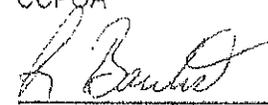
  
Ronald Patterson Date: 12/2/14  
Chapter President  
CCPOA

  
Kenneth Fewer Date: 12-2-14  
Chief of Security  
VYCF

  
Tony Rinedo Date: 12/2/14  
Job Steward  
CCPOA

  
Rene Coronado Date: 12/7/14  
Job Steward  
CCPOA

  
Victor Palazuelos Date: 12-2-14  
Job Steward  
CCPOA

  
Richard Bautista Date: 12-2-14  
CCPOA

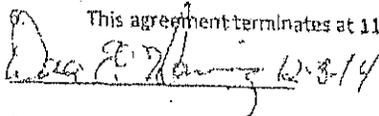
**BU 19 AFSCME**

AGREEMENT

The following represents the entire agreement between the State of California, Department of State Hospitals-Coalinga (DSH-C), and the American Federation of State, County and Municipal Employees (AFSCME) regarding the Peer Assisted Living Services (PALS) program at the Department of State Hospitals-Coalinga.

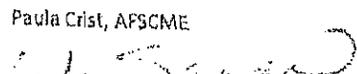
1. Recipients Treatment Team will provide Providers Treatment Team, during consultation, of specific job duties to be assigned to Provider.
2. Any Bargaining Unit 19 employee who is part of a treatment team of either a prospective PALS recipient or prospective PALS provider shall receive in depth PALS training prior to making recommendations regarding the suitability of such recipient or provider to participate in PALS. Any Bargaining Unit 19 employee who is part of a treatment team of either a participating PALS recipient or participating PALS provider shall receive in depth PALS training prior to evaluating the continued participation in the PALS program of such recipient or provider.
3. When a change in the PALS policy occurs and impacts how prospective or participating PALS recipients or providers are evaluated for participation or continued participation in the PALS program, Bargaining Unit 19 employees who are part of treatment teams for these recipients or providers will be provided training concerning the change.
4. Any meeting that impacts the duties or services of an individual PALS participant must have at least one enduring BU 19 team member present to represent the treatment team (TxT) for the impacted patient.
5. For Treatment team conferences (TxC) for participants in PALS programs management will make all reasonable efforts to include a treatment team member or designee from the same BU 19 Classification for any discipline identified as having duties within the focus of treatment in the treatment plan (TxP) related to the PALS program.

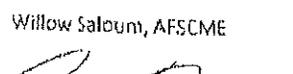
This agreement terminates at 11:59 p.m. on July 1, 2016.

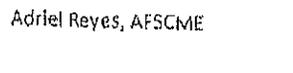
  
Dana E. Manning, DSH

  
Gail Penny, AFSCME

  
Heather Stahel, AFSCME

  
Paula Crist, AFSCME

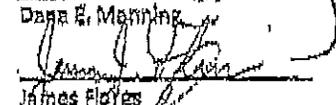
  
Willow Saloum, AFSCME

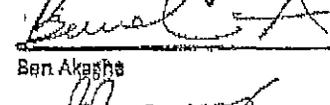
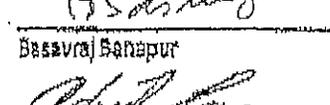
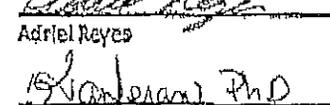
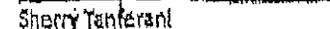
  
Adriel Reyes, AFSCME

AGREEMENT

The following represents the entire agreement between the Department of State Hospitals, Coalinga, and the American Federation of State, County and Municipal Employees (AFSCME) regarding the scheduling of Pharmacists to work Monday holidays.

1. Pharmacists who work on a Monday holiday will be allowed to work their regularly scheduled full shifts.
2. The State will not cancel approved time off of Pharmacists when the hospital does not have the minimum number of Pharmacists to work a Monday holiday. "Approved time off" is defined as approved in advance in writing by the Pharmacist's supervisor.
3. Pharmacists will have the option of working through their Monday holiday full shift without a meal period, subject to prior written approval from their supervisor.

  
Dana E. Manning  
  
James Flores  
  
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Gail Penny  
  
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