



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

Office of the Director
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Sacramento, CA 95811
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Governor Edmund G. Brown Jr.
Secretary, Government Operations Agency Marybel Batjer
Director Richard Gillihan

June 8, 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 7 - the California Statewide Law Enforcement Association (CSLEA), and BU 19 - the American Federation of State, County and Municipal Employees (AFSCME) Memoranda of Understanding – Various Agreements

This is to inform you of several addenda reached between the state and BUs 6, 7, and 19. The BU 6 agreements represent two statewide addenda as well as a local institutional addendum.

- Statewide expansion of the California ID Card program, the result of legislation, implements a program that requires CDCR to work with the Department of Motor Vehicles to ensure that all eligible inmates released from state prisons have valid identification cards to assist with a successful transition into the community. This Program was initially implemented in 2013 at Reentry Hub institutions; this addendum will institute the Program at all remaining institutions.
- The Enhanced Drug and Contraband Interdiction program addendum is to institute a statewide program that utilizes a multi layered approach in stopping the introduction of contraband and drugs into California prisons. Many aspects of this addendum have been implemented at other institutions; this addendum completes the bargaining and implements the program at all remaining institutions.
- Enhanced Outpatient Program (EOP) overflow at Valley State Prison (VSP) agreement is the result of local impact negotiations regarding the change in housing unit status to accommodate EOP inmates at the VSP. This addendum addresses post and bid for the shifts and provides EOP Custody staff with EOP mental health training.

The BU 7 (CSLEA) addendum is a local agreement impacting Hospital Police Officers employed at the Department of State Hospitals, Patton. This addendum implements the Contraband Interdiction Team Pilot program and resolves a related grievance. The addendum is temporary in nature and will expire December 31, 2016.

The purpose of the BU 19 (AFSCME) addendum is to establish the Case Management Re-entry Pilot program for offenders who are likely to benefit from a case management, re-entry strategy. Clinical Social Workers, represented by AFSCME will assist offenders assigned to the program in developing re-entry plans. This is a three year pilot program.

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

Attachment

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant
Joint Legislative Budget Committee

Tom Dyer, 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

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

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

Mark McKenzie, Staff Director
Senate Appropriations Committee

Maureen Ortiz, Consultant
Senate Appropriations Committee

Pedro R. Reyes, Chief 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

Peter Anderson, Consultant
Assembly Republican Caucus

Mary Bellamy, Consultant
Assembly Republican Caucus

Pam Manwiller, Deputy Director
Labor Relations, CalHR

Candace Murch, Labor Relations Officer
Labor Relations, CalHR

Shawn Ramirez, Labor Relations Officer
Labor Relations, CalHR

Anthony Crawford, Chief
Financial Management, CalHR

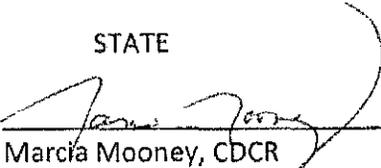
BU 6 Agreements

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA, DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)
AND
THE CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA)
REGARDING STATEWIDE EXPANSION OF THE CALIFORNIA ID CARD PROGRAM (CDCR LOG #14-090-0)

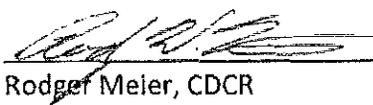
This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on April 22, 2015, regarding the Statewide Expansion of the California ID Card Program. This Agreement becomes an addendum to the current State Bargaining Unit Six Memorandum of Understanding, Article XXVII, Section 27.01, which expires on July 2, 2015.

- CDCR agrees to provide structured meaningful orientation to Parole Services Associates newly assigned to the CAL-ID program.
- CDCR Agrees to provide a "Cal-ID Program process for Receiving and Release (R&R Staff)" attachment for the R&R Post Orders. The institution may incorporate the process into the post orders during the next revision.
- The State and CCPOA agree that when a Correctional Counselor requests accommodation/overtime pursuant to the MOU for the purposes of CAL-ID and DL44 form related work, the supervisor/manager shall determine the appropriate measure necessary to accomplish the completion of CAL-ID information/work. Any denial of request shall not be based on not having overdue casework. This agreement expires January 1, 2016.

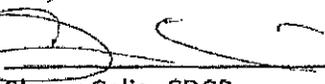
STATE



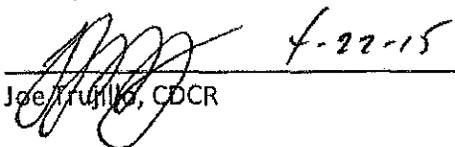
Marcia Mooney, CDCR



Rodger Meier, CDCR



Sherry Celio, CDCR

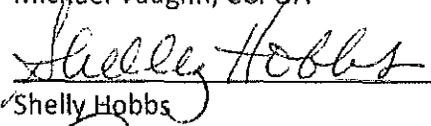
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Joe Trullio, CDCR

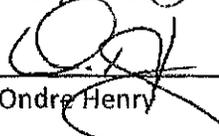
CCPOA



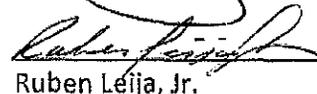
Michael Vaughn, CCPOA



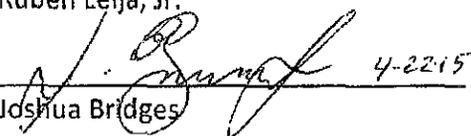
Shelly Hobbs

 4/22/15

Ondre Henry



Ruben Leija, Jr.

 4-22-15

Joshua Bridges

AGREEMENT BETWEEN THE CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION
(CCPOA) AND THE STATE OF CALIFORNIA, DEPARTMENT OF CORRECTIONS AND
REHABILITATION (CDCR) REGARDING THE ACTIVATION OF ELECTRONIC DRUG
DETECTION EQUIPMENT (EDDE) AT ELEVEN INSTITUTIONS

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations reached on February 3, 2015 regarding implementation of EDDE at eleven (11) CDCR Institutions.¹ The parties agreed to monitor the implementation at the remaining institutions before finalizing this agreement. Having each determined that no additions or modifications to this agreement are necessary, the parties are now prepared to execute this agreement.

The parties agree that this agreement represents the completion of the first phase of a multi-phase implementation regarding new drug intervention strategies. Because the parties have committed to meet again to negotiate subsequent phases of new drug intervention strategies as each strategy is ready for implementation, negotiations will remain open pending completion of negotiations of all phases.

Subject to the provisions of Section 27.01 of the parties' Memorandum of Understanding (MOU), this agreement shall become an addendum to the 2013-2015 MOU between the parties and may be modified in accordance thereto.

1. With respect to staff assigned to conduct visitor escorting during what is anticipated to be rare to occasional non-contact visiting resulting from Drug Interdiction, Institutions will first look to availability of visiting officers, ISU officers and canine officers prior to assigning other staff to such escorting.
2. Electronic drug detection equipment (EDDE) and K-9 strategies will not both be used in tandem during the same search of a BU 6 member.
3. Results of the EDDE or K-9 searches will not be used as evidence to build or support a corrective or disciplinary case against a BU 6 employee. Positive results of pat downs and the discovery of contraband on a BU 6 employee are not subject to this exclusion.
4. Searches of BU 6 members will not occur at the same time or in the same area as inmate visiting.

¹ The eleven CDCR institutions covered by this agreement are: California State Prison-Solano (SOL); California State Prison-Lancaster (LAC); Callipatria State Prison (CAL); California State Prison-Centinel (CEN); California Institution for Men (CIM); Central California Women's Facility (CCWF); Salinas Valley State Prison (SVSP); High Desert State Prison (HDSP); Sierra Conservation Center (SCC); California Substance Abuse Treatment Facility (SATF) and Kern Valley State Prison (KVSP).

5. BU 6 employees may use their employee classification code number or their name on the Drug Interdiction Logs. CCPOA staff may use the term "Contractor" or their name.
6. Upon request, a copy of a positive EDDE scan result will be provided to a BU 6 employee.
7. After Implementation, a CCPOA Chapter President or his/her designee shall be permitted to be present and observe the Drug Interdiction processes (i.e. randomizer, EDDE and pat down) involving BU 6 employees, unless, in the case of EDDE and pat downs, the subject of the search elects not to have the CCPOA Chapter President or designee observe.

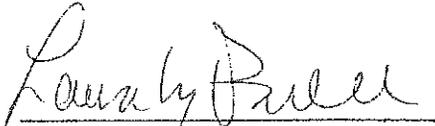
The CCPOA Chapter President or designee shall notify or secure approval from his or her immediate supervisor prior to leaving his or her post. Subject to operational necessity, approval shall not be unreasonably denied. Should approval be denied, the CCPOA Chapter President or designee may elevate his request to the Warden or his or her designee.

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

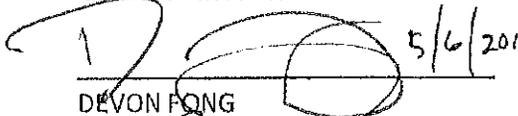
8. A new cotton test patch will be utilized for each BU 6 employee tested.
9. Upon reasonable request, EDDE maintenance logs shall be retained and reviewable by the CCPOA Chapter President or his/her designee.
10. When Drug Interdiction training is provided at the institutional level, the CCPOA Chapter President or designee shall receive notice and shall be allowed to be present and observe at least one session of each type of training.
11. A list of employees assigned and trained to operate the EDDE and to search BU 6 employees will be provided on an ongoing basis to the CCPOA Chapter President.
12. Any BU 6 employee or CCPOA staff who has an objection to a particular employee designated to search him/her may make a request to the individual in charge to be searched by another employee. This request shall not be unreasonably denied nor unreasonably requested. This option is intended to address rare instances. Abuse (e.g. repeated requests irrespective of searcher) may result in a denial of a different searcher.

13. When possible, employee scanning and searches (i.e. EDDE and pat downs) will be conducted in private locations.
14. The Drug Interdiction strategies do not restrict a BU 6 employee's movement outside the secured perimeter. Such movement, however, remains subject to all other CDCR policies, procedures or programs (e.g. Enhanced Inspection).
15. BU 6 employees will not be subject to a pat down search in the presence of another BU 6 employee unless permission is granted by the subject of the search for the on-site Chapter President or designee (consistent with paragraph 7 above) to observe.
16. No acting Sergeant will conduct any pat down search of CCPOA staff or BU 6 staff.
17. Food containers that are presealed by the manufacturer will not be opened during inspections of belongings conducted during the Enhanced Drug and Contraband Interdiction program.
18. Post-Implementation, upon CCPOA's request, the parties will meet and discuss institution concerns. Depending upon the circumstances, the parties will mutually agree to either discuss such concerns as part of the master Drug Interdiction table or locally with representatives from the master table present.
19. The State agrees to maintain and operate the EDDE in accordance with the Manufacturer's training and instruction manuals.
20. The State agrees that the FLSA sheet will be placed in close proximity to the Randomizer. A Unit 6 member will be allowed to sign the FLSA sheet as soon as he/she has pushed the Randomizer and it has indicated the Unit 6 member has been selected for an enhanced search.
21. After meeting with CCPOA at the main table for Drug Interdiction, CDCR will endeavor to implement a process to utilize the EDDE at vehicle sally ports. EDDE will not be used at the vehicle sally port prior to 120 days after the implementation of the EDDE for staff/visitor entrances (pedestrian gates) at a particular institution.
22. When an officer is required to submit to a pat down, the officer will enter the pat down room and be permitted to remove his/her vest, and redress before a supervisor enters to complete the pat down procedure.

23. No on duty BU 6 responding staff shall be required to push the Randomizer or be subject to any delay due to Drug Interdiction when responding to an alarm or any other emergency situation.
24. The State agrees that no Unit 6 employee's face or neck will be swabbed during the ION scanner process.
25. The State agrees that when a Unit 6 employee is required to submit to a pat down search, he/she will be permitted a reasonable amount of time to remove their jacket, sweater, hat, vest, footwear, etc. When a Unit 6 employee has completed this process, he/she will notify the supervisor responsible for conducting the pat down search.
26. The State agrees to provide a place for staff to put their belongings, in addition to clean, non-slip floor coverings (no cardboard), in any area where Unit 6 staff are required to submit to pat down searches.
27. Any BU 6 employee who has a positive result on the ION scanner process shall have the right to witness the ION scanner operator run blanks until two consecutive "pass" results are achieved prior to being tested again.


 LAURA IZON POWELL

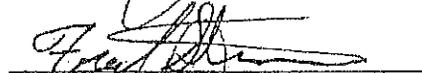

 CANDACE MURCH


 DEVON FONG

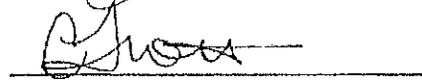

 CONNIE GIPSON

 4-10-15
 STEVEN SHADLEY


 SUZANNE JIMENEZ


 FRED STEVENS

 JR
 ROBERT DAVIS, JR.


 CHRIS TROTT

AGREEMENT BETWEEN THE CALIFORNIA CORRECTIONAL PEACE OFFICER'S
 ASSOCIATION (CCPOA) AND THE STATE OF CALIFORNIA, CALIFORNIA
 DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR),
 AND
 VALLEY STATE PRISON (VSP) REGARDING THE VSP ENHANCED OUTPATIENT
 PROGRAM (EOP) OVERFLOW
 CDCR LOG# 14-052-0

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on April 30, 2015, regarding VSP Temporary Overflow/Expansion Program. This Agreement shall be subject to the provisions of the Bargaining Unit 6 Memorandum of Understanding (MOU) Article 27.01 (Entire Agreement).

1. CCPOA and VSP agree that unbudgeted position numbers: OF201 – Second Watch Overflow 01; OF0301 - Third Watch Overflow 01; will be allowed for conditional bid until such time the temporary EOP overflow is eliminated or made permanent.
2. VSP agrees to provide EOP Custody staff with the EOP collaborative mental health training.

STATE

CCPOA

Print:

Sign:

Print:

Sign:

<u>Doug Roberts</u>	<u>[Signature]</u>	<u>JEFF HOBBS</u>	<u>[Signature]</u>
<u>Christine Hukabau</u>	<u>[Signature]</u>	<u>Michael Bennett</u>	<u>[Signature]</u>
<u>Maria Murney</u>	<u>[Signature]</u> 4/30/15	<u>Mike Vaughn</u>	<u>[Signature]</u>
<u>Doretha L White</u>	<u>[Signature]</u>	<u>Bernice Nunez</u>	<u>[Signature]</u>
<u>Jessie Wallace</u>	<u>[Signature]</u>	<u>Steven Nitschke</u>	<u>[Signature]</u>

BU 7 Agreement



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

Labor Relations Division
1515 S Street, North Building, Suite 400
Sacramento, CA 95811
(916) 324-0476 Fax (916) 322-0765

Governor Edmund G. Brown Jr.
Secretary, Government Operations Agency Marybel Batjer
Director Richard Gillihan

March 16, 2015

California Statewide Law Enforcement Association
5762 Bolsa Avenue, Suite 104
Huntington Beach, CA 92649

RE: CalHR Grievance Number: 15-07-0001
Grievant: Class Action - Patton State Hospital Police Officers

Dear Mr. De la Riva:

This is the California Department of Human Resources' (CalHR) response regarding the class action grievance filed on behalf of the Hospital Police Officers (HPO) employed by the Department of State Hospitals -- Patton (DSH-P).

The grievance alleges a violation Article 7.1 [Shifts and Days Off Scheduling] and 20.1 [Entire Agreement]. Specifically the grievance alleges that DSH-P has not appropriately provided HPOs to post for shifts in the Contraband Unit as provided by the MOU.

After reviewing the grievance and conducting a conference call with the you and Steven Lederer, Chief of Labor Relations for DSH the parties have agreed to meet and confer over the implementation/pilot of the Contraband and Interdiction team. This action closes the grievance.

Sincerely,

Shawn Ramirez
Labor Relations Officer

cc: Steven Lederer, DSH

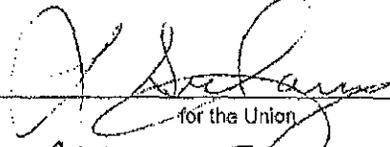
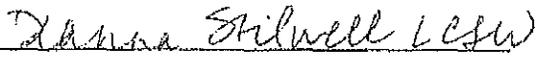
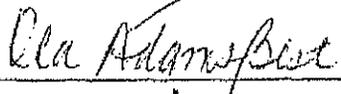
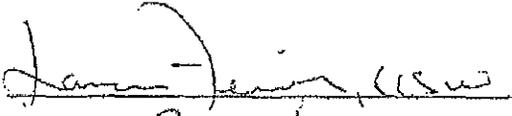
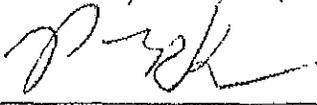
BU 19 Agreement

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA DEPARTMENT OF CORRECTIONS AND
REHABILITATION (CDCR)
DIVISION OF ADULT PAROLE OPERATIONS
AND

THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES,
LOCAL 2620 AFL-CIO (AFSCME)

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on May 5, 2015, regarding the Case Management Reentry Pilot Program (CDCR Log #14-093-5). This Agreement is an addendum to the Bargaining Unit 19 MOU effective July 1, 2013, through July 1, 2016.

CDCR and AFSCME Local 2620 agree that either party may request to meet to discuss and review the status of the Case Management Reentry Pilot Program. Such request must be made between four and six months of the date of this Agreement.

 _____ John H. Rogers for the State	5-5-15	 _____ Leo Tiltman, Jr. for the Union
 _____ L. K. Kintz		 _____ Danna Stilwell, LCSW
 _____ Ola Adams-Best		 _____ Anna Jim, LCSW
 _____ E. L. H.		 _____ Jane Jim, LCSW
 _____ P. J.	5-5-15	 _____ P. J.