

**AGREEMENT BETWEEN THE
CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA)
AND THE
STATE OF CALIFORNIA, DEPARTMENT OF CORRECTIONS AND
REHABILITATION (CDCR)
AND THE
CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES (CCHCS)
REGARDING THE
MANDATORY TESTING OF BU6 STAFF FOR THE NOVEL CORONAVIRUS
(COVID-19)**

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on March 22, 2021. This Agreement becomes an addendum to the current State Bargaining Unit Six (BU6) Memorandum of Understanding (MOU) which expires on July 2, 2022.

1. The parties agree that there are variations in specimen collection methods used for COVID-19 testing and that currently those methods of collection are: anterior nares (nostril swab), oropharyngeal (throat swab) and saliva collection.

If a better specimen collection method is developed that is less invasive, more accurate or allows for a quicker test result reading, the CDCR agrees to pursue the feasibility of implementing such a method and will provide, in writing, CCPOA of new specimen collection method processes.

2. The parties agree that if BU6 staff are mandated to report back to the work location to be tested for the mandated COVID-19 testing program on either an RDO, or other pre-approved time-off, they will be compensated in accordance with the Callback Time provision contained in the BU6 MOU.
3. Both parties agree that a mandatory COVID-19 testing program is being required and provided by the employer.
 - The employer's mandatory COVID-19 testing program will be at no cost to the employee. However, if costs are incurred because of the employer's mandatory testing program, the employee will request reimbursement for all monies and or fees expended and submit the billing for payment by the employer through the CalATERS process.
 - No Insurance card or proof of insurance will be required of employees for the employer's mandatory COVID-19 testing program.
 - The employee will be required to fill out the Vendor's medical consent form as part of the employers' mandatory COVID-19 testing program.
4. The State will ensure all BU6 member testing information obtained and collected by the employer or any of their contractors, vendors, or affiliates, will only be used to trace, track, or contact the employee and employer of the testing results.

5. The State agrees that BU6 employee testing results and other pertinent information will be shared with the employee through one of the following methods; through state issued electronic mail (email) with an alternate method of contact, telephonic contact, text message, U.S. Postal Service or other mail service, in-person/ on-grounds by Intuitional Return-To-Work coordinator, or authorized contract vender staff, or authorized CDCR designee assigned to the employer's testing program. Any in-person communications will occur in a private location such as an office or meeting room.
6. The State will attempt to ensure that testing through the mandatory COVID-19 testing program will be done on-grounds or at the worksite location. However, if this cannot be accomplished, the parties agree that BU6 members will be reimbursed for any accrued mileage, medical co-payments, or other fees incurred as a result of off-site testing. Reimbursement will be approved through the CalATERS system. NOTE: The above (Item No.6) is only to cover the cost of the employer's mandatory testing program. It is not meant to cover cost for employee's who are symptomatic and testing due to exposure or contract tracing.
7. The mandatory COVID-19 testing program schedules will continue to be made available on the CDCR intranet site via a link to CCHCS Lifeline intranet page. The intranet site is updated when testing schedules change.
8. The parties agree that the consent form used by the contract venders for COVID-19 testing of BU6 staff must be similar in information contained in the form, explain what the purpose of the form is, and that the vender is responsible for the security of sensitive information obtained from State Law Enforcement Officers. Further, the parties agree that the word "voluntary" on any consent form for COVID-19 testing as meaning that the employee is consenting to allow the medical vender to perform a medical procedure for testing of COVID-19 and that the employee is not volunteering to take a medical test but understands that the test is mandated and must be completed for the employee to be able to return to their worksite and perform their normal job assignment(s).
9. The parties agree that there are four (4) different types of COVID-19 test results as follows:
 1. Positive = Positive test result.
 2. Negative = Negative test result.
 3. Rejected = Rejected sample by laboratory machinery.
 4. Indeterminate = Neither Positive nor Negative and must be re-tested.
10. The parties acknowledge that COVID-19 is a fluid and ever-changing situation and in order to keep information updated and accurate the parties agree to re-open this negotiation when requested by either party to address any unforeseen changes either required or needed in relation to COVID-19 testing of BU6 for a period of six (6) months from the date of this signed Agreement. This provision will not hinder nor preclude informal discussion as needed to address and resolve COVID-19 testing issues throughout the six (6) month period.

11. The parties agree that normal, routine testing, will be done once weekly for BU6 staff. However, if the number of positive tests, or cases increases, BU6 staff maybe required to test twice weekly, BU6 staff will not be required to test more than twice weekly unless ordered by the County Department of Public Health where the Institution or facility is located or by Court Order.

CCPOA


Phillip Auzins, CCPOA Assistant Chief


Steven Durham, CCPOA Labor Liaison


Brian Thompson, CCPOA Main Table



Jeff Medovitch, CCPOA R&F Vice President

STATE

DocuSigned by:
 4/19/2021
Candace Murch, CDCR Chief, OLR

DocuSigned by:
 4/19/2021
Jessica Russell, CDCR LRS, Notetaker

DocuSigned by:
 4/19/2021
Stacy Lopez, CDCR Director, Division of Administrative Services

DocuSigned by:
 4/23/2021
Debra Amos-Terrell, CCHCS Asst. Deputy Director Nursing Service Occupational Health/Employee Health Program

**AGREEMENT BETWEEN THE
CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA)
AND THE
STATE OF CALIFORNIA, DEPARTMENT OF CORRECTIONS AND
REHABILITATION (CDCR)
AND THE
CALIFORNIA CORRECTIONAL HEALTH CARE SERVICES (CCHCS)
REGARDING THE
MANDATORY TESTING OF BU6 STAFF FOR THE NOVEL CORONAVIRUS
(COVID-19)**

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on March 22, 2021. This Agreement becomes an addendum to the current State Bargaining Unit Six (BU6) Memorandum of Understanding (MOU) which expires on July 2, 2022.

1. The parties agree that there are variations in specimen collection methods used for COVID-19 testing and that currently those methods of collection are: anterior nares (nostril swab), oropharyngeal (throat swab) and saliva collection.

If a better specimen collection method is developed that is less invasive, more accurate or allows for a quicker test result reading, the CDCR agrees to pursue the feasibility of implementing such a method and will provide, in writing, CCPOA of new specimen collection method processes.


2. The parties agree that if BU6 staff are mandated to report back to the work location to be tested for the mandated COVID-19 testing program on either an RDO, or other pre-approved time-off, they will be compensated in accordance with the Callback Time provision contained in the BU6 MOU.
3. Both parties agree that a mandatory COVID-19 testing program is being required and provided by the employer.
 - The employer's mandatory COVID-19 testing program will be at no cost to the employee. However, if costs are incurred because of the employer's mandatory testing program, the employee will request reimbursement for all monies and or fees expended and submit the billing for payment by the employer through the CalATERS process.
 - No Insurance card or proof of insurance will be required of employees for the employer's mandatory COVID-19 testing program.
 - The employee will be required to fill out the Vendor's medical consent form as part of the employers' mandatory COVID-19 testing program.
4. The State will ensure all BU6 member testing information obtained and collected by the employer or any of their contractors, vendors, or affiliates, will only be used to trace, track, or contact the employee and employer of the testing results.

5. The State agrees that BU6 employee testing results and other pertinent information will be shared with the employee through one of the following methods; through state issued electronic mail (email) with an alternate method of contact, telephonic contact, text message, U.S. Postal Service or other mail service, in-person/ on-grounds by Intuitional Return-To-Work coordinator, or authorized contract vender staff, or authorized CDCR designee assigned to the employer's testing program. Any in-person communications will occur in a private location such as an office or meeting room.
6. The State will attempt to ensure that testing through the mandatory COVID-19 testing program will be done on-grounds or at the worksite location. However, if this cannot be accomplished, the parties agree that BU6 members will be reimbursed for any accrued mileage, medical co-payments, or other fees incurred as a result of off-site testing. Reimbursement will be approved through the CalATERS system. NOTE: The above (Item No.6) is only to cover the cost of the employer's mandatory testing program. It is not meant to cover cost for employee's who are symptomatic and testing due to exposure or contract tracing.
7. The mandatory COVID-19 testing program schedules will continue to be made available on the CDCR intranet site via a link to CCHCS Lifeline intranet page. The intranet site is updated when testing schedules change.
8. The parties agree that the consent form used by the contract venders for COVID-19 testing of BU6 staff must be similar in information contained in the form, explain what the purpose of the form is, and that the vender is responsible for the security of sensitive information obtained from State Law Enforcement Officers. Further, the parties agree that the word "voluntary" on any consent form for COVID-19 testing as meaning that the employee is consenting to allow the medical vender to perform a medical procedure for testing of COVID-19 and that the employee is not volunteering to take a medical test but understands that the test is mandated and must be completed for the employee to be able to return to their worksite and perform their normal job assignment(s).
9. The parties agree that there are four (4) different types of COVID-19 test results as follows:
 1. Positive = Positive test result.
 2. Negative = Negative test result.
 3. Rejected = Rejected sample by laboratory machinery.
 4. Indeterminate = Neither Positive nor Negative and must be re-tested.
10. The parties acknowledge that COVID-19 is a fluid and ever-changing situation and in order to keep information updated and accurate the parties agree to re-open this negotiation when requested by either party to address any unforeseen changes either required or needed in relation to COVID-19 testing of BU6 for a period of six (6) months from the date of this signed Agreement. This provision will not hinder nor preclude informal discussion as needed to address and resolve COVID-19 testing issues throughout the six (6) month period.

11. The parties agree that normal, routine testing, will be done once weekly for BU6 staff. However, if the number of positive tests, or cases increases, BU6 staff maybe required to test twice weekly, BU6 staff will not be required to test more than twice weekly unless ordered by the County Department of Public Health where the Institution or facility is located or by Court Order.

CCPOA


Phillip Auzins, CCPOA Assistant Chief


Steven Durham, CCPOA Labor Liaison


Brian Thompson, CCPOA Main Table



Jeff Medovitch, CCPOA R&F Vice President

STATE

DocuSigned by:
 4/19/2021
Candace Murch, CDCR Chief, OLR

DocuSigned by:
 4/19/2021
Jessica Russell, CDCR LRS, Notetaker

DocuSigned by:
 4/19/2021
Stacy Lopez, CDCR Director, Division of Administrative Services

DocuSigned by:
 4/23/2021
Debra Amos-Terrell, CCHCS Asst. Deputy Director Nursing Service Occupational Health/Employee Health Program