

**AGREEMENT BETWEEN THE
INTERNATIONAL UNION OF OPERATING ENGINEERS (IUOE)
AND
THE STATE OF CALIFORNIA, CALIFORNIA DEPARTMENT OF CORRECTIONS
AND REHABILITATION (CDCR) AND CALIFORNIA CORRECTIONAL HEALTH
CARE SERVICES (CCHCS)
REGARDING THE IMPLEMENTATION OF THE DEUEL VOCATIONAL
INSTITUTION'S VOLUNTARY TRANSFER PROCESS
(CDCR LOGS # 21-008-9, 21-008-10)
(CCHCS LOG # ON-13-2021)**

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of the Meet and Confer on April 8, 2021, regarding the implementation of the Deuel Vocational Institution's Voluntary Transfer Process (VTP). This Agreement becomes an Addendum to the current State Bargaining Unit 12 (BU12) and Bargaining Unit 13 (BU13) Memorandum of Understanding (MOU). This Agreement expires on December 31, 2021.

- A. CDCR BU 12 and BU 13 employees who submitted a VTP election worksheet by March 30, 2021, and selected "No, I don't want to participate in the VTP" or did not submit a VTP election worksheet, will be afforded a secondary opportunity as described below:
- a. Employees who are eligible to participate in this secondary opportunity will receive another VTP election worksheet via DocuSign.
 - b. Employees must submit their VTP election worksheet by April 13, 2021, via DocuSign.
 - c. Employees who elect to participate in this secondary opportunity, may be awarded any of the remaining viable work location option by seniority.
- B. Relocation Notice Timeline
- a. Employees may receive notification of their awarded work location within fifteen (15) days of the VTP worksheet due date.
 - i. Employees shall be informed when receiving their award notification of their appointment effective date.

- ii. When the effective date of the transfer has to change due to unforeseen circumstances, the department will notify the impacted employee within five (5) business days.
 - iii. Where there is operational need, and no other feasible alternative to allow the impacted employee to physically report on the date initially provided; and the impacted employee has already realized costs related to relocation based upon the initial physical report date, the department shall assume any documented costs incurred as a result of the change.
- b. Employees shall receive no less than a thirty (30) calendar days' notice, when the new work location assignment results in a change in residence if the work location is less than fifty (50) miles from their current work location.
 - c. Employees shall receive no less than a forty-five (45) calendar days' notice, when the new work location assignment results in a change in residence if the work location is more than fifty (50) miles from their current work location.
 - d. The notice periods in (b) and (c) will be applicable to employees who, based on operational need, physically remain at DVI after the VTP award is keyed to their new work location shall be entitled to reimbursements in accordance with Article 12.1 (Business and Travel Expenses) for BU12 and Article 15.1 (Business and Travel Expenses) for BU13.

C. Expedited Dispute Resolution

- a. All disputes concerning the application of this agreement shall be directed to the Expedited Dispute Resolution Committee for resolution, this committee will be the final level of review.
- b. The Committee shall be comprised of two (2) members of management from CDCR, two (2) members of management from CCHCS, (not to exceed four (4) members of management) and one (1) member of CalHR Labor Relations, and up to five (5) IUOE representatives.
- c. This Committee will meet within five (5) business days upon written request to management or IUOE representative/grievant.


d. This Committee will remain in effect until September 30, 2021.

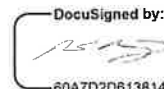
IUOE

STATE


Brandy Johnson
IUOE District Representative

DocuSigned by:
Margie McCune 4/19/2021
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Margie McCune
Assistant Chief, OLR, CDCR


Deric Barnes
IUOE

DocuSigned by:
 4/19/2021
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Robert Ramirez
Chief, LRU, CCHCS


James Britton
IUOE

DocuSigned by:
Renee Pettis 4/19/2021
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Renee Pettis
Chief, WCRS, CDCR

DocuSigned by:
Andrea Carter 4/20/2021
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Andrea Carter
Associate Deputy Director, HR, CCHCS

DocuSigned by:
Daphni Ames 4/19/2021
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Daphni Ames
Labor Relations Specialist, OLR, CDCR

Please Attach Agreement and notice, and remember to inform the union that all agreements go through the JLBC review process. For more information, please see PML- <http://www.calhr.ca.gov/PML%20Library/2013016.pdf>

JLBC Worksheet
CalHR # 3375 (CDCR Log #21-008-9)

From: Margie McCune

Date Agreement Reached: April 20, 2021

Date Submitted to CalHR: April 20, 2021

Bargaining Unit: BU12 IUOE

Topic: Implementing a Voluntary Transfer Process at Deuel Vocational Institution (DVI)

Section of Contract Being Modified: Article 22.1

Summary of Problem/Issue Agreement is Addressing:

- **General Policy Overview:**
 - DVI is project to close by September 30, 2021.
 - Implementation of Voluntary Transfer Process as an upfront pre-mitigation process to afford DVI employees opportunity to voluntary transfer within their classification to departmental vacancies outside the identified area of layoff.
- **Specific Addenda Provisions (what do they do?):**
 - Provides steps to effectuate the Voluntary Transfer Process as it relates to the closure of DVI.

Costs specific to addenda provisions: Are there costs, if the answer is yes, answer the bullets below and provide costing):

- **Are costs absorbable within current budget authority? (If no):** N/A
- **Do costs need to be budgeted for in the current or budget year?** N/A

Result of Legislation, settlement agreement, or court case? Yes

Result of a Layoff? No.

Is this a Permanent Modification: Yes

If no, what is the expiration date?

Any other information significant to this agreement?: No.

Notes: (Labor, Legislation, DOF, any notes that might be helpful)

CalHR LRO Approval:

SAGL reviewed