



Union Proposal  
Units 1, 3, 4, 11, 15, 17, and 20  
Date: August 1, 2023

**Proposal No: 4**

**The Union proposes the following language:**

- A. Voluntary Transfer Process Eligibility – CAC Employees**
- a. CDCR and CCHCS employees appointed permanent to California City Correctional Facility (CAC) or who have a Mandatory Right of Return (MROR) to CAC, shall be eligible to participate in the Voluntary Transfer Process (VTP) related to the closure of CAC.
  - b. Employees will be provided access to seniority scores, including scores for employees within Kern County.
  - c. Employees will be provided the opportunity to express interest in identified locations that have viable vacancies or positions via their VTP Election Worksheet. Placement through VTP will only be offered to viable vacancies or positions excluding Kern County, and Riverside County.
  - d. Employees from CAC shall be eligible to transfer into any remaining viable positions outside of the area of impact within their respective departments class to class; time base to time base.
  - e. Employees from CAC working in a classification utilized at both CDCR and CCHCS, who participate in the VTP defined in letter (d) above, and are unsuccessful in receiving a VTP placement within their respective department, will be provided the opportunity to transfer into any remaining viable positions outside of the area of impact within the sister department (class to class; time base to time base).
    - i. In order to effectuate this change, CAC employees, who are eligible based on classification, may receive both CDCR and CCHCS VTP election worksheets

8/1/2023

simultaneously in order to express interest in viable options within the sister department.

- f. Work location options will include the following information:
  - ii. CDCR/CCHCS Institution – Institution
  - iii. CDCR HQ – Division Program/Office
  - iv. CCHCS HQ/Regional Office

**B. Voluntary Transfer Process Eligibility – CMC Employees**

- a. CCHCS employees appointed permanent to a classification which requires staffing level adjustments as a result of the California Men's Colony (CMC) West Facility Deactivation or who have a MROR to CMC in those classifications shall be eligible to participate in the VTP.
- b. Employees will be provided access to seniority scores at CMC, and locations within Kern County.
- c. Employees will be provided the opportunity to express interest in identified locations that have viable position(s) statewide, via their VTP Election Worksheet. Placement through the VTP will only be offered to viable position(s) excluding Kern County and Riverside County.
- d. Employees from CMC shall be eligible to transfer within their respective departments class to class; time base to time base.

**C. Relocation Notice Timeline**

- a. Employees may receive notification of their awarded work location within ten (10) calendar days of the VTP worksheet due date.
  - i. Employees awarded a transfer to a new work location will have an appointment effective date of September 1, 2023, Physical Report Date noticing time periods are outlined in (b) and (c).
  - ii. When the effective date of the transfer has to change due to unforeseen circumstances, the department will notify the impacted employee within ten (10) business days.

8/1/2023

- iii. If after notification of a physical report date, an impacted employee secures housing (i.e. lease, mortgage, non-refundable deposits) related to their relocation and can provide documentation of such, the department shall not change the effective physical report date.
- b. Employees shall receive no less than a thirty (30) calendar days' notice before being required to physically report to their new location, when the new work location is less than fifty (50) miles from their current work location. Any earlier physical report date must be mutually agreed upon between the employee, their current supervisor, and supervisor at their new work location.
- c. Employees shall receive no less than a forty-five (45) calendar days' notice before being required to physically report to their new location, 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. Any earlier physical report date must be mutually agreed upon between the employee, their current supervisor and supervisor at their new work location.
- d. Employees who are relocating their residence fifty (50) miles or greater from their current residence, shall request and be granted a total of twenty-four (24) hours of ATO to seek housing and address other needs related to a relocation. The ATO does not have to be taken consecutively.
- e. Employees who are relocating their residence one-hundred (100) miles or greater from their current residence, shall request and be granted a total of thirty-two (32) hours of ATO to seek housing and address other needs related to a relocation. The ATO does not have to be taken consecutively.
  - i. These requests shall not be unreasonably denied.
  - ii. In the event an employee's request for ATO cannot be granted, prior to denial, the request must be

8/1/2023

elevated to the appropriate Headquarters' Labor Relations Office for review and approval/denial.

- f. Employees may request to use their own leave credits, up to 40 hours to assist with relocation, and delay their physical report date. Use of these leave credits shall not be unreasonably denied
- g. The notice periods in (b) and (c) will be applicable to employees who, based on operational need, physically remain at CAC or CMC after the physical report date shall be entitled to reimbursements in accordance with Article 12.1 (Business and Travel Expenses).

**D. Bid Positions**

- a. Employees shall have the opportunity to participate in the annual Post and Bid process at their new work location even if the annual Post and Bid process is carried out prior to their physical report date.
- b. In the event the annual Post and Bid process is conducted prior to the conclusion of the VTP, a supplemental bid process will be conducted.
- c. The departments shall honor previously awarded vacation bids.

**E. Continued Eligibility for Development Programs**

- a. Where feasible, the department shall enable employees currently participating in a professional development program to maintain participation in the program.
  - i. Where feasible, employees participating in apprenticeship programs shall be allowed to continue to participate in an apprenticeship program upon transfer to a new work location.
  - ii. Where feasible, employees participating in department-run development programs such as Upward Mobility or Career Mobility shall maintain their participation and eligibility for these programs at their new work location.

8/1/2023

**F. Subsequent Future Institution/Facility Closure**


- a. If an employee participates in the CAC or CCHCS-CMC VTP, and is awarded a new work location that is subsequently ordered closed after this agreement has gone into effect, the employee shall have first pick during future VTP related to that subsequent closure. In the event there is more than one employee in a specific classification, state seniority will be utilized. Previous first pick right for DVI, DJJ, CCC/HDSP, will be merged and afforded by total state service seniority in one combined list for each respective hiring authority.
  - i. This right of first pick shall expire on March 31, 2025.
- b. If the departments are aware of another CDCR institution scheduled for closure prior to the award of the VTP, those positions will not be included in the awarding process.

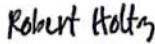
**G. Expedited Dispute Resolution**


- 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 five (5) SEIU representatives.
- c. This Committee will meet within five (5) business days upon written request to management or SEIU representative/grievant. This Committee will remain in effect until there are no longer SEIU employees working at CAC.


8/1/2023


For the Union:

DocuSigned by:  
  
 80685A0FB49412...  
 Irene Green  
 Vice President for Bargaining  
 SEIU Local 1000


DocuSigned by:  
  
 JCE2F1C03E1640E...  
 Robert Holtz  
 Bargaining Unit 3  
 SEIU Local 1000

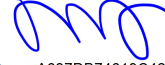
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 Karen DeVoll  
 Bargaining Unit 1  
 SEIU Local 1000


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 Barbara Guzman  
 Bargaining Unit 3  
 SEIU Local 1000


DocuSigned by:  
  
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 Jose Eric Alcaraz  
 Bargaining Unit 4  
 SEIU Local 1000


For the State:

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 Steven Gonzalez-Lederer  
 CalHR

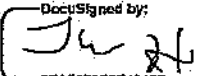
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 CDCR

  
 Cindie Fonseca  
 CCHCS

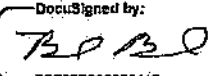
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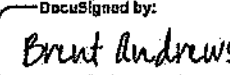
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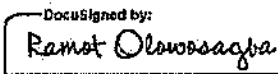
Tammie Howze  
Bargaining Unit 11  
SEIU Local 1000

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Belen Banuelos  
Bargaining Unit 11  
SEIU Local 1000

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Brent Andrews  
Bargaining Unit 15  
SEIU Local 1000

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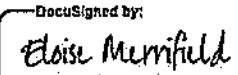
Ramot Olowosagba  
Bargaining Unit 17  
SEIU Local 1000

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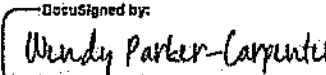
Sarah Cooper  
Bargaining Unit 20  
SEIU Local 1000

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Christina Hughes  
Bargaining Unit 20  
SEIU Local 1000

DocuSigned by:  
  
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Eloise Merrifield  
Staff  
SEIU Local 1000

DocuSigned by:  
  
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Wendy Parker-Carpenter  
Staff  
SEIU Local 1000

8/1/2023