



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

Office of the Director
1515 S Street, North Building, Suite 400
Sacramento, CA 95811
(916) 322-5193 Fax (916) 322-8379

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

August 29, 2014

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 8 - CAL FIRE Local 2881, BU 18 - the California Association of Psychiatric Technicians (CAPT), 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 BU's 6, 8, 18, and SEIU, Local 1000.

- The attached BU 6 agreements are local agreements that were negotiated with several correctional facilities at local meet and confer meetings.
- The BU 8 agreement amends a long standing Educational Incentive Pay Differential for BU 8 employees. Particularly, this agreement will change the way that the pay differential will be applied to Heavy Fire Equipment Operators (HFEO). HFEO employees now have their own Joint Apprenticeship Committee (JAC) Program and the pay differential will now apply to these employees once they have completed the JAC program rather than upon being hired. The agreement also provides clarification on classification titles in the Differential as some class titles have changed, no longer exists, or were not added as they should have been.
- The BU 18 agreement specifically applies to the Department of State Hospitals (DSH) Stockton facility and outlines how the impact to the Level of Care schedule changes will apply to the employees of that facility. This agreement is temporary and will expire with the current BU 18 agreement on July 1, 2016, unless extended by the State and BU 18.
- The two attached SEIU agreements also apply to the DSH.
 - The first agreement is regarding the restructuring of the DSH Forensic Services Division (FSD) and covers how any impact that may occur as a result of the restructuring will be recognized and announced. The agreement is temporary and terminates at the conclusion of the restructuring of the FSD.
 - The second agreement is also temporary and terminates upon the conclusion of the 2013-2014 flu season. The agreement acknowledges that both the State and the Union agree to abide by the implementation of orders/recommendations from County Public Health Officers regarding the 2013-2014 flu season.

If you have any questions or concerns please contact Jodi LeFebre, Legislative Coordinator at (916) 327-2348.

Sincerely,



Richard Gillihan, Acting Director
California Department of Human Resources

Attachments

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant
Joint Legislative Budget Committee

Camille Wagner, 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

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

Joe Stephenshaw, Consultant
Senate Budget Committee

Christian Griffith, Chief Consultant
Assembly Budget Committee

Mark Martin, Consultant
Assembly Budget Committee

Mark McKenzie, Staff Director
Senate Appropriations Committee

Maureen Ortiz, Consultant
Senate Appropriations Committee

Geoff Long, 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

Shawn Ramirez, Labor Relations Officer
Labor Relations, CalHR

Heather Bendinelli, Labor Relations Officer
Labor Relations, CalHR

Alene Shimazu, Chief
Financial Management, CalHR

BU 6 Attached Agreements:

California Health Care Facility- Activation of this facility

California State Prison Los Angeles County- Paws for Life

Centinela State Prison- Activatio of Inmate Gyms, and modifications to the daily schedule

San Quinton- Secure Reentry Program Pilot

AGREEMENT BETWEEN
CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA)
AND
THE STATE OF CALIFORNIA,
DEPARTMENT OF CORRECTIONS AND REHABILITATION (CDCR)

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on June 5, 2014 regarding the Activation of the California Health Care Facility (CHCF) 13-004-0

1. CCPOA and the State agree that members will not be held accountable for sending institutions not ensuring training requirements are met, consistent with the memorandum dated May 8, 2013, "Correctional Officers Transferring to the California Health Care Facility" authored by Kathleen Dickinson, Director
2. CCPOA and the State agree to implement a local CCPOA/Management Committee to work on activation and operational concerns at CHCF; inclusive of, but not limited to:
 - Holiday Burn Process
 - ITO Burn Process
 - Vacation Burn Process
 - Post Orders
 - Local Directives
 - Operational Procedures

Concerns that are unable to be resolved at the local level shall be addressed through a collaborative relationship involving CHCF local management/local chapter, CCPOA and CDCR labor.

3. The State and CCPOA agree to place PPE kits within each unit of the CHCF prior to the arrival of inmates
4. The State and CCPOA agree to place all Hazardous Materials data sheets within each unit prior to the arrival of inmates
5. The State agrees to supply bio-hazard containers to be placed within each CHCF unit
6. The State and CCPOA agree to initiate a Peer Support Program (PSP) recruitment process within 30 days of activation
7. The State and CCPOA agree to evaluate a Pool Vest Process within 30 days of activation
8. CCPOA and CHCF agree that there will be three (3) Chief Job Stewards. CHCF agrees to activate a fourth Chief Job Steward no later than December 31, 2013.
9. CCPOA and CHCF management will agree on mutual locations for the placement of SWAP, HTO, ITO and Priority Time Off forms as well as Standby Vacation Forms.
10. CCPOA and CHCF management will agree on the designated locations for a locked mailbox for the CCPOA Chapter President
11. CHCF management agrees to notify local CCPOA representatives of the time and place of the Use of Force and Health and Safety Committee per 2.10 of the BU6 MOU

12. Prior to inmate arrival the State agrees to perform a test of the Personal Alarm Device (PAD) System. CCPOA will be notified of the date and time and may be present during the test
13. CHCF agrees to perform a test of the backup generators. CHCF will provide the scheduled dates and times of the generator testing to CCPOA. CCPOA may be present and during testing. Testing will be completed prior to the arrival of inmates.
14. CHCF agrees that all locks will be fully functional and tested. It is reasonable for CCPOA to expect that nonfunctioning locks on cells will be red lined
15. CHCF agrees to provide a schedule for off-duty weapon qualifications.
16. The State agrees to provide CPR/Micro shields to all BU 6 staff
17. Upon request, the State agrees to notify local CCPOA representatives of the time and place of the OSLMR Committee meeting
18. The State and CCPOA agree to provide Bulletin Boards. The specific location of these boards shall be mutually determined by the local chapter and local administration.
19. The state agrees to review and make necessary adjustments to the Emergency Response Plan with input from local CCPOA representatives
20. For the purpose of activation CHCF and CCPOA agree that as each building or unit receives inmates, that building or unit will be fully staffed
21. CHCF agrees to provide a copy of the minutes from the annual meeting with the Warden and Collegeville FD at the Health and Safety Committee Meeting within thirty (30) days of meeting.
22. Upon request, CCPOA will be provided with a copy of the most current documentation required by item #11 on page 3 of Exhibit "A" for the contract between CDCR and the Collegeville Rural Fire Protection District, approved June 23, 2011
23. CHCF agrees to implement the Mini-Vacation Bid process as presented in the June 24, 2013 Memorandum.
24. As the activation progresses, Safety concerns with Towers 1 and 3 will be evaluated locally and if appropriate additional security measures will be taken.
25. CDCR and CCPOA agree at a minimum CHCF will continue to use the All Call System on all three watches as a standard practice to announce Man Down and Panic alarms.
26. CDCR and CCPOA agree to have a construction tour of Dewitt and the passing of any available policies and procedures specific to Dewitt by December 14, 2013.
27. CCPOA and the State agree to place one chief job steward in Dorms by April 14, 2014. CCPOA and the State agree to place on chief job steward in EOP prior to Activation.

28. CCPOA and the State agree that CHCF/Dewitt Management will have the 70/30 Post & Bid reconciled by June 11, 2014.

29. CCPOA and the State agree to implement Correctional Counselor (CCI) Post & Bid within 30 days of June 5, 2014.

30. CCPOA and the State agree to meet and discuss locally to address concerns with lighting at A and B complex for the purpose of identification.

31. CCPOA and the State agree that prior to activation of Echo Facility Ad Seg waist chains, triangle and shield will be available in unit.

32. CCPOA and the State agree that CHCF Management and CCPOA rep will conduct a radio test to identify dead areas in the EOP building.

CCPOA

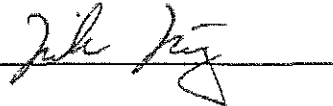
STATE

Print:

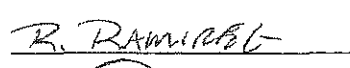
Sign:

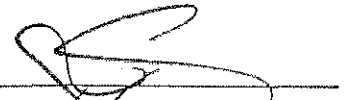
Print:


Sign:

JACK NUÑEZ 

Padua Linker 

R. Ramirez 

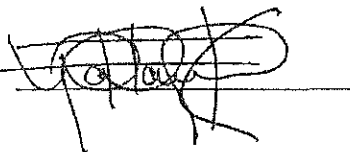
JAMES NEELEY 

NICOLE CLARO, Esq. 

SCOTT KNEEL 

Carroll 

LISA MORABITO 

Faulkner W. 

**AGREEMENT BETWEEN THE CALIFORNIA STATE PRISON LOS ANGELES COUNTY
(CSP-LAC) AND THE CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION
(CCPOA) REGARDING
THE IMPLEMENTATION OF A DOG TRAINING PROGRAM TITLED PAWS FOR LIFE (PFL)
(CDCR LOG #14-020-0)**

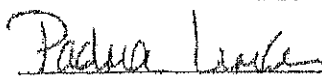
This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on May 22, 2014, regarding the implementation of a Dog Training Program titled Paws for Life (PFL).

1. The State and CCPOA agree all 128A's shall be considered when selecting inmates to participate in the program.
2. The State and CCPOA agree a local CCPOA representative shall be included in the application and interview process pursuant to OP 502.4.

The Paws for Life Program Coordinator will have the final determination of inmates chosen for the program.

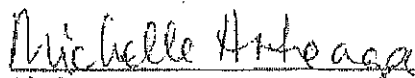
3. The State and CCPOA agree all dogs in the program shall be issued identification tags and shall be worn at all times.
4. The State and CCPOA agree a camp locker shall be supplied to store equipment and supplies inside building A5.
5. The State and CCPOA agree Facility A staff will receive a program overview to include, but not limited to:
 - Signs of aggressive dog
 - Basic dog commandsAll relevant documents will be available for review in a binder on Facility A.
6. The State and CCPOA agree the local CCPOA Chapter shall be notified of all dog bites.
7. The State and CCPOA agree all forms used for the program shall be made available for review by CCPOA Local Chapter representatives.
8. The State and CCPOA agree to meet locally 45 days after implementation to review and discuss the progress of the program. If impact issues have been identified, the parties shall meet and confer regarding such specific impact.

CSP-LAC



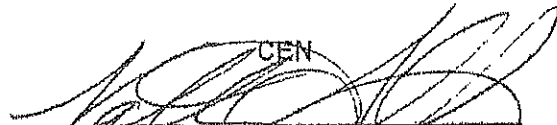
Padma Linker
Labor Relations Representative

CCPOA

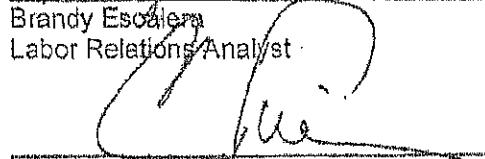


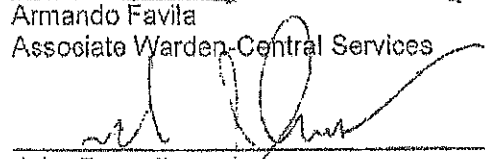
M. Arteaga
CCPOA Field Representative


4. CEN and CCPOA agree to meet and discuss in Ninety (90) days from implementation regarding any questions or concerns with the program.

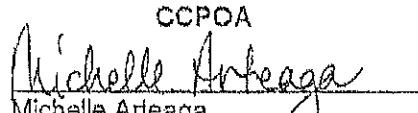

CEN
Nathaniel Allen
Labor Relations Representative

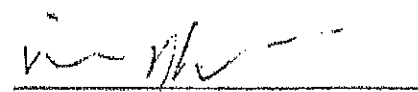

Brandy Escobera
Labor Relations Analyst

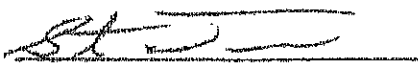

Armando Favila
Associate Warden-Central Services

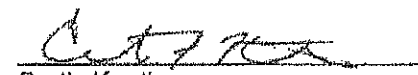

John Denault
Correctional Captain-Facility-B



Robert Arias
Correctional Captain-Facility-D

CCPOA

Michelle Arteaga
CCPOA Field Representative


Mike Kullander
GEN Chapter President


Steve Tirado
CCPOA Job Steward


Curtis Keating
CCPOA Job Steward


Chris Alvarado
CCPOA Job Steward

**AGREEMENT BETWEEN THE CENTINELA STATE PRISON (CEN) AND THE CALIFORNIA
CORRECTIONAL PEACE OFFICERS ASSOCIATION (CCPOA) REGARDING
THE ACTIVATION OF INMATE RECREATIONAL GYMS ON FACILITIES A, B, C, D, AND
MODIFICATION TO THE DAILY ACTIVITY SCHEDULE (CDCR LOG #14-033-0)**

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on May 28, 2014 and May 29, 2014, regarding the activation of the Recreational Gyms on Facilities A, B, C, D and Modification of the Daily Activity Schedule on July 15, 2014.

1. Centinela and CCPOA agree that prior to implementation of each facility gym the following equipment shall be provided, but not limited to :

- Personal Alarms
- Institutional Radios
- Keys to all locks
- Gym Microphones/Megaphones

In addition, CEN agrees to provide gym office space for the Gym Officer.

2. CEN and CCPOA agree to a gradual roll out of the Daily Activity Schedule (DAS). The afternoon DAS will reflect the following:

On June 9, 2014 at 1300 hours:

- Gym Release upon Activation
- Yard Release
- Immediately after the Dayroom will be released

On October 1, 2014, the PM DAS will reflect the following:

- 1230 Gym Release
- 1245 Recreational Yard Release
- 1300 Day Room Release
- 1630 Recall Yard

3. CEN and CCPOA agree that each gym shall have a Gym Activity Schedule to provide a Structured Program for each day, which can be modified in the event that there is not inmate participation.

CDCR #: CDCR

CCPOA #: _____

Counter to Proposal # 1
State

Date: August 2, 2013

Time: 16:06

CDCR and CCPOA agree that either side may request a re-opening within 6 months of the activation of the San Francisco (SF) Secure Reentry Program (SRP) Pilot Program for any unforeseen impact-related issues pertaining to this notice.

and Community Transition 6/27/13 5:54 pm
MC MM

8/2/2013
CDCR
Rita Delgado
Thomas Jones
Jelly
Alford

TALB
1645 hrs
CCPOA
MC
Thomas Dunch
of Castro

CDCR #: _____

CCPOA #: _____

Counter to Proposal # 1
State

Date: 6/27/14

Time: 3:19 p.m.

CCPOA and CDCR Agree to meet and discuss
locally at San Quentin on the Secure Reentry
and Community Transition Programs. Any agreed
upon changes to the local operations procedures
and/or BDM Supplements will be incorporated
and distributed appropriately.

CDCR agrees to provide 8 hours of O/B release
time for three (3) CCPOA members to
participate in the local meet and discuss.
The granting of O/B in this instance is specific
to CDCR Log # 13-022-0 only.

6/27/14 - 3:24 T/A

State

James Young
Joseph [unclear]
Robert [unclear]
[unclear]
James [unclear]

CCPOA

J. E. Dunchally - CCI
[unclear] Nickle Clive
[unclear] James Fry Jr
[unclear] NEIL POWARD

STATEWIDE AGREEMENT BETWEEN
CALIFORNIA CORRECTIONAL PEACE OFFICERS ASSOCIATION
AND THE CALIFORNIA DEPARTMENT OF CORRECTIONS AND
REHABILITATION

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of Meet and Confer negotiations on June 27, 2014, regarding the Secure Reentry and Community Transition Pilot Program CDCR log number 13-022-0 and CCPOA log # 51710. This Agreement becomes an addendum to the current July 3, 2013- July 2, 2015, Bargaining Unit Six Memorandum of Understanding.

1. CDCR and CCPOA agree that either side may request a re-opener within six (6) months of the activation of the Secure Reentry and Community Transition Pilot Program for any unforeseen impact related issues pertaining to this notice.
2. CCPOA and CDCR Agree to meet and discuss locally at San Quentin (SQ) on the Secure Reentry and Community Transition Pilot Program. Any agreed upon changes to the local Operational Procedures and/or DOM Supplements will be incorporated and distributed appropriately.

CDCR agrees to provide eight (8) hours of OB release time for three (3) CCPOA members to participate in the local meet and discuss. The granting of OB in this instance is specific to CDCR log # 13-022-0 only.

CDCR

James Allen
James Allen
James Allen
Robert Down
Robert Down

CCPOA

6/27/14 @ 4:03
Nicole Clark
James Gary Jr
NEIL POLLARD
James T. Dunckley

BU 8

AGREEMENT

Between the State of California, Department of Human Resources (CalHR),
Department of Forestry and Fire Protection (CAL FIRE), and the CAL FIRE
Local 2881 (Union) regarding
Section 17.11 Educational Incentive Pay
Pay Differential # 45

The parties have arrived at the following agreement as a full disposition of this matter:

Section 17.11, Educational Incentive Pay, will be modified as identified below:

- 17.11.1 Effective July 1, 1998 the State shall pay \$75 per pay period to all permanent employees who meet at least one of the following criteria:
- 17.11.1.1 Permanent employees in fire protection classification who have been journeyed under the approved JAC program or who have been granted a journey-level equivalency, or permanent employees in fire protection classification with an appointment prior to the initiation of the California Fire Fighter JAC program on July 1, 1983 (~~for HFEQ and Forestry Pilot (helicopter) see subsection 17.11.1.3 below~~).
- 17.11.1.2 Employees in the following classifications:
Battalion Chief (non-supervisory)
Forester I (non-supervisory)
~~Forester II (non-supervisory)~~
Assistant Chief (non-supervisory)
Fire Captain
- 17.11.1.3 Employees in classifications that do not require a JAC certificate program (e.g. Forestry Pilot (helicopter), ~~Heavy Fire Equipment Operator~~, Fire Prevention Assistant, Fire Prevention Specialist I and II, Forestry Logistics Officer I) who have completed 60 units from an accredited communication college, college or university.

The above changes to this MOU provision, applies to any newly hired Heavy Fire Equipment Operator (HFEQ) as of July 1, 2014. Any HFEQ's receiving this pay differential prior to July 1, 2014, will receive the educational differential based language prior to this change.

CalHR will update Pay Differential #45 to reflect the above changes in HFEQ eligibility to receive this differential.

This agreement modifies the existing MOU as stated above, and will be incorporated into the successor MOU. If this change does not get added to the successor MOU, this agreement will continue to supersede the MOU.

This agreement does not change this section of the MOU except for the change in HFEO eligibility as stated above.

The parties agree that either party may request to reopen this agreement.

STATE OF CALIFORNIA

Pam Manwiller July 23, 2014
Date
Pam Manwiller
Chief Deputy Director (A)
California Department of Human Resources

CAL FIRE Local 2881

Mike Lopez 7-21-14
Date
Mike Lopez
President

Kristine Rodriguez 7/2/14
Date
Kristine Rodriguez
Assistant Deputy Director
Labor and Human Resource Management
CAL FIRE

Timothy Edwards 7/2/2014
Date
Timothy Edwards
State Rank and File Director

Lily Cervantes 7/2/14
Date
Lily Cervantes
Labor Relations Manager
Labor and Human Resource Management
CAL FIRE

Gary Messing 7/3/14
Date
Gary Messing
Attorney

BU 18

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA, DEPARTMENT OF STATE HOSPITALS-Stockton (DSH-S)
and the CALIFORNIA ASSOCIATION OF PSYCHIATRIC TECHNICIANS (CAPT)
BARGAINING UNIT 18
REGARDING LEVEL OF CARE SCHEDULE CHANGE

On July 3, 2014, the Department of State Hospitals (DSH) noticed CAPT that DSH-Stockton would be replacing the current 6-2 schedule with a 4-2 reverse schedule. DSH and CAPT met and conferred over the impact of the schedule change on August 6, 2014 and reached the following agreement:

- The 4-2 reverse schedule will be effective October 1, 2014.
- Upon initial review, the 4-2 reverse schedule will require a Wednesday through Tuesday workweek to be established. In the event this is not the case, DSH will notify CAPT of the appropriate workweek.
- In transitioning from the 6-2 schedule to the 4-2, schedule employees in Post & Bid positions will keep their same cycle, shift, and location. DSH-Stockton will honor employees 2014 Vacation Bids which includes Ad-hoc time.
- Post & Bid for the 4-2 Schedule will begin August 15, 2014 and close on September 1, 2014. The 4-2 schedule will be effective October 1, 2014.
- Vacation Bidding will begin October 1, 2014 through October 15, 2014.
- Pivot Days: Priority consideration will be given to requests for an additional day off in conjunction with the single (pivot) days off. Employees may use leave credits (except sick leave) or take unpaid leave. Based on operation needs, management shall determine whether the day before or the day after the employee's pivot day will be granted. Where possible, management will attempt to accommodate the employee's preference.
 - Employees requesting a second day off in conjunction with their pivot days must submitted their request from October 16 through October 31, 2014. Employees submitting these requests shall clearly mark them "Pivot Day Request". Request will be submitted in the same manner as Ad Hoc vacation.
 - Pivot Day Requests will be considered on a first come first serve basis prior to Ad Hoc bidding.
 - Requests shall be approved as follows:
 - NOC shift shall be approved
 - AM and PM shifts shall be approved if there is time on the calendar
- Ad Hoc Bidding begins on December 1, 2014 per the BU 18 Collective Bargaining Agreement.
- Employees currently in Cycle 3 transitioning into the 4-2 schedule scheduled will require them to work nine (9) days straight days (Thursday, September 25 – Friday, October 3, 2014) before a day off falls in their 4-2 schedule. Employees in Cycle 3 will have the option to take leave on the Monday and Tuesday of this transition period. Based on the needs of the hospital management will determine which day will be offered to each

4-2 schedule as describe in this section.

- Employees currently in Cycle 4 transitioning into the 4-2 schedule will require them to work seven (7) days straight (Friday, September 26 - Thursday, October 2, 2014) with one (1) day off pivot day of Friday before working again on Saturday. Employees in Cycle 4 will have the option during this time to either take leave the Thursday before the pivot day or the Saturday after their pivot day. Based on the needs of the hospital management will determine which day will be offered to each employee. Employees may only utilize this option during the initial transition in into the 4-2 schedule as describe in this section.
- In the event employees currently working in Cycle 3 and Cycle 4 described above do not have leave credits to take the optional day off, they will be excluded from working mandatory overtime; however, these employees may work voluntary overtime. The exclusion from mandatory overtime will only be offered only during the initial transition in into the 4-2 schedule as describe in bullets eight (8) and nine (9) above.

This agreement and items contained within are only grievable pursuant to Article 13.1 of BU18 OBA.

This agreement expires with the current Bargaining Unit 18 agreement on July 1, 2016 unless extended by mutual consent.

Sandra Hackett 8/7/14
Sandra Hackett
Labor Relations Specialists
DSH-Sacramento

Ken Murch 8-7-14
Ken Murch
CAPT Consultant

Cheryl Woods
Cheryl Woods
Coordinator of Nursing Services
DSH - Stockton

Ann Lyles 8-7-14
Ann Lyles
CAPT Consultant

Helen Byrd
Helen Byrd
Clinical Administrator
DSH-Stockton

Jamila O'Neal
Jamila O'Neal
CAPT Stockton Chapter President,

Toni King
Toni King
CAPT Stockton Chapter Sect/Treasurer

SEIU, Local 1000

LETTER OF AGREEMENT
 BETWEEN
 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1000, AND THE
 STATE OF CALIFORNIA
 concerning the
 Implementation of Restructuring at Department of State Hospitals Sacramento
 Headquarters (Forensic Services Division)
 Date: July 23, 2014

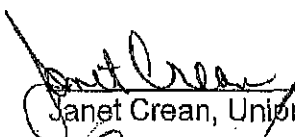
This agreement represents the full and complete understanding reached by the State of California and the Service Employees International Union (SEIU), Local 1000, relating to the impacts from the implementation of restructuring at Department of State Hospitals Sacramento Headquarters Forensic Services Division (DSH FSD).

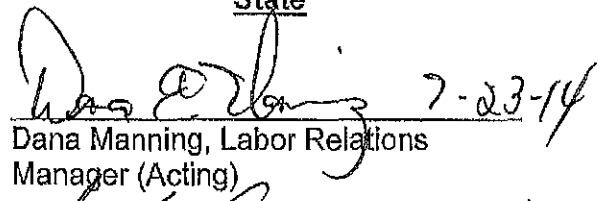
THE PARTIES AGREE AS FOLLOWS:


1. During the course of the transition period, either party can request a meeting with the other party to discuss issues that may arise. Upon such request, the parties will make good-faith efforts to meet within fifteen (15) calendar days from the date of the request.
2. Nothing in this agreement will interfere with the privileges provided in the MOU between SEIU Local 1000 and the State.
3. Management will announce to the employees in FSD when the transition period is completed. Employees can make requests to alter their schedules after this announcement.
4. This agreement terminates with the conclusion of the implementation of the restructure of FSD.

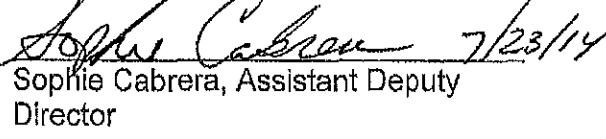
Union

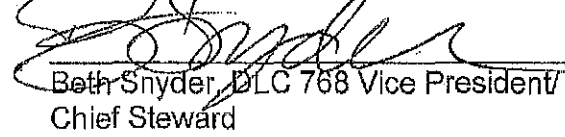
State


 Janet Crean, Union Representative,

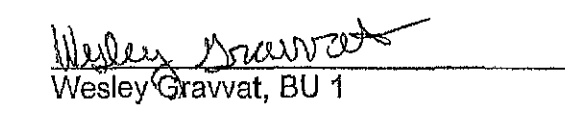
 7-23-14
 Dana Manning, Labor Relations
 Manager (Acting)


 Camille Mahan-Carr, DBUR Unit 1

 7/23/14
 Sophie Cabrera, Assistant Deputy
 Director


 Beth Snyder, DLC 768 Vice President/
 Chief Steward

 7-23-14
 Gus Margarite, Staff Services Manager
 III


 Wesley Gravatt, BU 1


 Ray Jones, Labor Relations Analyst

AGREEMENT

Pursuant to meeting and conferring regarding the implementation of orders/recommendations from various County Public Health Officers (Los Angeles, Monterey, Napa and San Luis Obispo) regarding the 2013-2014 flu season, the State of California, Department of State Hospitals and the Service Employees International Union, Local 1000, have reached the following agreement. This agreement represents the full and entire agreement between the parties.

This agreement terminates with the conclusion of the 2013-2014 flu season, as defined by each County Health Officer.

This agreement does not constitute a past practice, and shall not be cited as a past practice by either party to this agreement.

This agreement does not fulfill the Department's obligations to notice and bargain in good faith with the Union should any similar orders be issued in future years beyond the 2013-2014 flu season.

Don P. Blum

[Signature]
James A. [Signature]
[Signature] 01/22/14
David [Signature]
Heather Markovich
Am [Signature]