



Union Proposal
Units 1, 3, 4, 11, 15, 17, and 20
Date: March 28, 2024

Proposal No: 2

The Union proposes the following language:

A. Voluntary Transfer Process Eligibility

- a. CDCR and CCHCS employees appointed permanent to Chuckawalla Valley State Prison (CVSP), or who have a Mandatory Right of Return (MROR) to CVSP, shall be eligible to participate in the Voluntary Transfer Process (VTP) related to the closure of CVSP.
- b. Employees will be provided access to seniority scores for employees within Riverside County.
- c. Employees will be provided the opportunity to express interest in the locations identified by their respective department that have viable vacancies or positions via their VTP Election Worksheet. Placement through VTP will only be offered to viable vacancies or positions outside of Riverside County.
- d. Employees from CVSP shall be eligible to transfer into any remaining viable positions identified by their respective department outside of the area of impact within their respective departments class to class; time base to time base.
- e. Work location options will include the following information:
 - i. CDCR/CCHCS Institution – Institution
 - ii. CDCR HQ – Division Program/Office
 - iii. CCHCS HQ/Regional Office

B. Relocation Notice Timeline

- a. Employees may receive notification of their awarded work location within fourteen (14) 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 July 1, 2024, 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.
 - 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 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 CVSP after the physical report date shall be entitled to reimbursements in accordance with Article 12.1 (Business and Travel Expenses).

C. Relocation Stipend

- a. CDCR and CCHCS permanent employees at CVSP who relocate their residence more than fifty (50) miles as a result of participating in the VTP related to the closure of CVSP, shall receive a one-time payment related to the relocation in the amount of \$1,500.

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. In the event that the annual Post and Bid process for an impacted classification will not be conducted for multiple months after the effective date of the transfer, the department shall hold an interim bid as outlined in the current Memorandum of Understanding (MOU) for all employees in that classification at that institution.
- d. 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.

F. Subsequent Future Institution/Facility Closure

- a. If an employee participates in the CVSP 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 rights, for DVI, DJJ, and CCC/HDSP will expire 12/31/2024, and CAC will expire 3/31/2025. All employees 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 for CVSP employees on March 31, 2026.
- 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 CVSP.

H. Reopener

- a. After the conclusion of the first VTP, CDCR and CCHCS will reassess staffing levels to determine what classifications remain impacted within each respective department. For those classifications identified by CDCR and CCHCS, subsequent VTP opportunity will be provided to employees at CVSP and Ironwood State Prison. The union will be provided a list of remaining identified classifications and may request to reopen this agreement.

I. Expiration

- a. This agreement shall expire effective March 31, 2026.

FOR THE UNION

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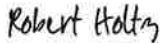


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Karen DeVoll, Unit 1

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Garth Underwood, Vice Chair Unit 15

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FOR THE STATE

 4/10/24

Steven Gonzalez-Lederer

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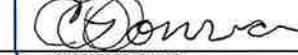


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Jasmine Dongallo

CDCR

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CCHCS

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