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STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD

UNION OF AMERICAN PHYSICIANS AND
DENTISTS,

Charging Party,

v.

STATE OF CALIFORNIA (CALIFORNIA
DEPARTMENT OF CORRECTIONS AND
REHABILITATION)

Respondent.

PERB Case No. SA-CE-2168-S
COMPLIANCE SETTLEMENT

This Compliance Agreement is made and entered into by and between the State of California, California Correctional Health Care Services (CCHCS) and the Union of American Physicians and Dentists (UAPD) (collectively the parties). In the interest of promoting harmonious labor relations between the parties and to avoid the expense, inconvenience and uncertainty of further litigation, the parties agree as follows:

1. The parties hereby agree as full compliance of section B.2 of the Order from the Public Employment Relations Board (PERB) for the above matter, a class of all Physician and Surgeon employees of CCHCS during the period of January 1, 2020 to August 31, 2024, including both current and former employees, regardless of date of hire, will receive a pro rata share of a settlement fund comprised of \$13.9 million. The parties agree each class member’s pro rata share will be determined by dividing the number of months the class member was employed at least one day during the period of January 1, 2020 to September 1, 2024, by the number of months worked by the class during that period, and applying that fraction to the settlement fund. The parties agree the payment will be issued in the form of a one-time lump sum payment through the State Controller’s Office, subject to usual and customary taxes, fees, and deductions (including, where authorized, union dues). It is understood that no deductions for contributions to any health plans apply to these payments, as any and all employee contributions to health benefits for the period of January 1, 2020

1 to August 31, 2024 have already been paid. The parties agree and acknowledge the individuals are
2 solely responsible for the tax implications of this lump sum payment and UAPD agrees to hold
3 CCHCS, the Department of Human Resources (CalHR), and the State of California harmless from
4 any and all tax consequences. Following the full signature of this Compliance Agreement, counsel
5 for Charging Party will inform the Compliance Officer that the parties have reached an agreement
6 regarding how Respondent will carry out Section B.2 of the Order and that once the payment is
7 complete, Charging Party will then notify the Compliance Officer that compliance is complete.

8 2. CCHCS agrees to provide a list of individuals determined to be eligible for the
9 payment and their respective payment amounts to UAPD within 45-days of the execution of this
10 Compliance Agreement. Within 30 days of receiving the list, UAPD agrees it will provide any
11 additional individuals they believe are eligible for the payment and identify any discrepancies it
12 believes exist related to the payment amount. The parties will work together to resolve any
13 discrepancies. In the event the parties cannot agree about a discrepancy, the parties agree to request
14 the Compliance Officer resolve it. The parties acknowledge once the 30-day review period for
15 UAPD has ended, and the discrepancies resolved, the individuals and their payment amounts will be
16 finalized, and the payments will be issued. The parties acknowledge no changes to the eligible
17 employees or payment amounts will be made after the payment list is finalized.

18 3. The parties agree as full compliance of section B.3 of PERB's Order for the above
19 matter, on or before October 1, 2024, UAPD will identify all represented employees who they
20 believe received adverse action for not obtaining an X-Waiver or failing to provide full MAT
21 services. CCHCS agrees to review all personnel files and supervisory files for any individual
22 identified by UAPD and rescind any and all such adverse actions no later than November 1, 2024.
23 The parties will work together to address any dispute about whether any particular adverse action is
24 subject to section B.3 of PERB's order. In the event the parties are not able to resolve the dispute,
25 PERB retains jurisdiction to resolve the dispute.

26 4. The parties agree CCHCS has fully complied with sections B.1 and B.4 of PERB's
27 Order for the above matter.

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1 5. The parties acknowledge UAPD is the exclusive representative of state Bargaining
2 Unit 16 under the Ralph C. Dills Act and UAPD, through its authorized agents, is the exclusive
3 representative to adjust or settle unfair practice charges therein.

4 6. UAPD agrees to, and hereby does, withdraw any and all grievances related to the
5 above-captioned dispute with prejudice, including but not limited to CalHR Case Numbers 20-16-
6 0012 and 20-16-0015.

7 7. Effective upon payment in compliance with section B.2 of the Order in the manner
8 agreed in paragraphs 1 and 2 above, UAPD, on behalf of themselves, their heirs, executors,
9 administrators and assigns, expressly releases the State of California, CCHCS, any related entities,
10 and their agents, officers, members and employees from any and all claims, causes of action, suits,
11 demands, grievances, debts, expenses, accounts, obligations, costs, agreements, liens, or damages of
12 any kind, which have arisen as a result of the circumstances surrounding the above-captioned unfair
13 practice charge for the period of time prior to the execution of this Compliance Agreement.

14 8. The parties are familiar with and have read the provisions of section 1542 of the
15 Civil Code of the State of California, and expressly waive to the fullest extent of the law any and all
16 rights they may otherwise have under the terms of that Code section which reads as follows:

17 A general release does not extend to claims which the creditor or
18 releasing party does not know or suspect to exist in his or her favor at
19 the time of executing the release and that, if known by him or her
 would have materially affected his or her settlement with the debtor or
 released party.

20 This paragraph shall not apply to any claim under the California Workers' Compensation Act.

21 9. UAPD by its employees, counsel, and authorized agents shall not initiate, pursue,
22 assist, join or encourage any lawsuit, grievance, or other legal proceeding against the State of
23 California, CCHCS, or CalHR, any related entities, and their agents, officers, members and
24 employees, arising from above dispute for the period of time prior to the execution this Compliance
25 Agreement except any proceeding to enforce this Compliance Agreement if necessary.

26 10. This Compliance Agreement is governed by California law. This Compliance
27 Agreement contains the entire agreement between the parties hereto and supersedes all prior oral
28 and/or written agreements, if any. The terms of this Compliance Agreement are contractual and not

1 a mere recital. This Compliance Agreement may be modified only by the further written agreement
2 of the parties. All parts of this Compliance Agreement shall be construed and interpreted together
3 as a whole and shall not be interpreted for or against any one party.

4 11. Nothing in this Compliance Agreement shall be deemed precedential in any other
5 case or matter. The parties' agreement in this matter shall not be evidence of past practice in any
6 other case or matter. Nothing in this Compliance Agreement is intended nor shall be construed to
7 modify, alter, or otherwise be incorporated into the parties' applicable Memorandum of
8 Understanding.

9 12. If anything in this Compliance Agreement is found to be illegal or unenforceable.
10 then, notwithstanding such finding, this Compliance Agreement shall remain in full force and effect
11 and, upon mutual agreement of the parties, any illegal or unenforceable term or provision shall be
12 stricken and shall be replaced with a legal and enforceable one approximating the same intent.

13 13. This Compliance Agreement may be signed by facsimile, electronic mail, with
14 electronic signatures, or other electronic means, and in parts, which, when all necessary signatures
15 are obtained, shall have the same force and effect as though all signatures were executed on one
16 document.

17
18 For Charging Party UAPD:

19
20 10/1/2024
21 Date

Stuart Bussey, MD.
22 Dr. Stuart Bussey, President
23 UAPD

24 For Respondent State of California (California Correctional Health Care Services):

25
26 _____
27 Date

28 _____
RENEE KANAN, M.D.
Deputy Director, Medical Services
California Correctional Health Care Services

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18 For Charging Party UAPD:

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20 _____
21 Date

Dr. Stuart Bussey, President
UAPD

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23 For Respondent State of California (California Correctional Health Care Services):

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25 10/9/2024
26 _____
27 Date

DocuSigned by:
Renee Kanan
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RENEE KANAN, M.D.
Deputy Director, Medical Services
California Correctional Health Care Services

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Date

MIGDALIA SIACA
Deputy Director, Labor Relations
California Correctional Health Care Services

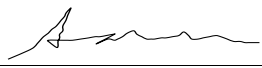
Date

PATRICK GAGE
Senior Labor Relations Officer
California Department of Human Resources

Approved as to form:

October 1, 2024

Date



ANNE I. YEN
Attorney
Weinberg, Roger & Rosenfeld
Representative for UAPD

Date

STEPHANIE L. FLYNTON
Principal Labor Relations Counsel
California Department of Human Resources
Representative for CCHCS

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10/4/2024

Date

DocuSigned by:

Migdalia Siaca

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MIGDALIA SIACA
Deputy Director, Labor Relations
California Correctional Health Care Services

10/15/2024

Date

Patrick Gage

PATRICK GAGE
Senior Labor Relations Officer
California Department of Human Resources

Approved as to form:

Date

ANNE I. YEN
Attorney
Weinberg, Roger & Rosenfeld
Representative for UAPD

10/15/2024

Date

Stephanie L. Flynton

STEPHANIE L. FLYNTON
Principal Labor Relations Counsel
California Department of Human Resources
Representative for CCHCS