

Passed
4/18/12
2:30pm

**Agreement Between
Service Employees International Union (SEIU Local 1000)
And
California Department of Food and Agriculture (CDFA)
Pass #4**

This agreement is to include all SEIU Local 1000 represented employees involved in the Reduction Notice to the Union dated February 3, 2012, which is attached and made part of this agreement.

Article 1 – Relocation Time Off

CDFA shall grant up to fourteen (14) paid administrative days off for all impacted employees who are relocating to a new worksite. This time may be used for the relocation and post relocation. All requests will be reviewed by the Area Manager.

Article 2 – Reverse of Leave Credits

CDFA agrees for employees who have already transferred and relocated between April 1 to April 30, 2012, CDFA will reverse any leave credits used for the purposes of relocating up to 14 days of administrative time off.

Article 3 – Reemployment

CDFA agrees that the employees who do not accept the involuntary transfer, will be laid off on May 31, 2012, and will be placed on the appropriate reemployment list(s) for 5 years, and will have first right of return to vacant positions in the class of Plant Quarantine Inspector.

Article 4 – Scheduled Leave

CDFA shall honor pre-approved sick leave and family medical leave, and shall make reasonable efforts to honor all other pre-approved leaves for employees who relocate. If the other pre-approved leave can't be accommodated, CDFA will articulate in writing the reason for the denial. CDFA agrees if any employee's pre-approved other leave is denied, they will provide the written justification prior to the commencement of the other leave.

**Agreement Between
Service Employees International Union (SEIU Local 1000)
And
California Department of Food and Agriculture (CDFA)
Pass #4**

Article 5 – Per Diem and Relocation Assistance

CDFA shall provide moving, relocation, and per diem reimbursement to all impacted employees in accordance with applicable DPA rules and regulations and SEIU Local 1000 Memorandum of Understanding. Employees will receive up to 60 days per diem and mileage reimbursement. Employees will receive travel advances. The department will reach out to every employee and provide assistance and informational training on the moving and relocation reimbursement.

Article 6 – Release Time

Based on the border station reductions, employees at impacted stations, will be allowed reasonable release time to attend job searches, training, interviews commensurate with the bargaining unit agreement, and meeting to interact with SEIU and CDFA over matters related to the border station reductions. If SEIU initiates such meetings, SEIU will endeavor to provide two (2) weeks advance notice to CDFA. These meetings will be conducted between April through June 30, 2012.

Article 7 – Permanent Intermittent

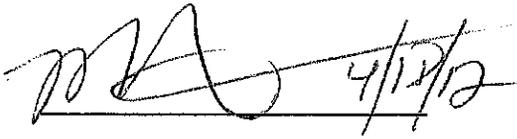
CDFA will allocate one (1) Permanent Intermittent employee (PIE) position at each of the following impacted stations: Smith River, Redwood, Tulelake, Alturas, Topez, and Benton.

In order to address SEIU Local 1000 concerns related to contractor services, CDFA agrees to offer the interim work in the following order: Permanent Intermittent and Seasonal. Impacted employees will be offered these positions first, if two or more impacted employees are interested in these positions, the position will be offered to the most senior.

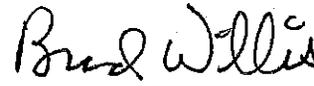
Any employee who accepts one of the allocated Permanent Intermittent positions will still be placed on a Reemployment List for five (5) years.

STATE OF CALIFORNIA

SEIU LOCAL 1000



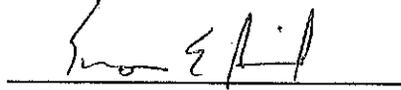
Mark Veatch, DPA



Brad Willis, BUNC Chair Unit 11



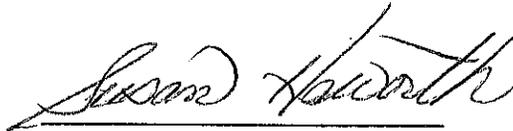
Gay Faivre, CDFA



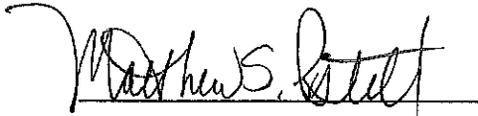
Susan Baird, CDFA



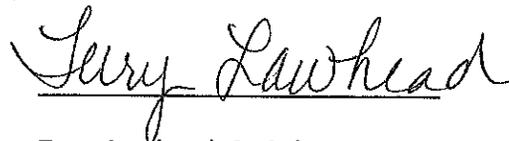
Cathy D'Ambrosio, CDFA



Susan Haworth, CDFA



Matt Pastell, CDFA



Terry Lawhead, Sr. Labor Representative