



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES  
Office Of The Director

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Sacramento, CA 95811  
www.calhr.ca.gov

Governor Edmund G. Brown Jr.  
Director Julie Chapman  
Chief Deputy Director, Howard Schwartz

February 15, 2013

The Honorable Mark Leno  
Chair, Joint Legislative Budget Committee  
Legislative Office Building  
1020 N Street, Room 553  
Sacramento, CA 95818

**Re: Addendum to Bargaining Unit 18 Memorandum of Understanding (MOU) - California Correctional Health Care Services Layoff Agreement**

This is to inform you of a recent agreement reached between the State and Bargaining Unit 18, the California Association of Psychiatric Technicians (CAPT). With the passage of State Safety Realignment legislation (AB 109, Chapter 15, Statutes of 2011) a required reduction in the prison population has impacted staffing needs at many adult institutions. As a result of this reduction, California Correctional Health Care Services (CCHCS) must reduce its General Fund expenditures by eliminating positions. The attached agreement addresses the method by which one of CCHCS layoff plans will be executed.

This agreement is an addendum to the current BU 18 MOU though it is temporary in nature and will expire March 31, 2013, the effective date of the beginning of the layoff. CalHR is providing the addendum for the Committee's information according to Government Code Section 3517.63.

The agreement is attached and can also be found by going to the following link:  
<http://www.dpa.ca.gov/bargaining/contracts/index.htm>.

If you have any questions or concerns please contact Nancy Farias, Legislative Deputy at (916) 327-2348.

Sincerely,



Julie Chapman, Director  
California Department of Human Resources

Attachments

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant  
Joint Legislative Budget Committee

David Lanier, Legislative Affairs Deputy  
Office of Governor Edmund G. Brown Jr.

Mac Taylor, Legislative Analyst  
Office of the Legislative Analyst

ecc:

Marianne O'Malley, Director Gen. Government  
Office of the Legislative Analyst

Nick Schroeder, Consultant  
Office of the Legislative Analyst

Richard Gillihan, Asst. Program Budget Manager  
Department of Finance

Craig Cornett, Chief Fiscal Policy Advisor  
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Mark McKenzie, Staff Director  
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Maureen Ortiz, Consultant  
Senate Appropriations Committee

Geoff Long, Chief Consultant  
Assembly Appropriations Committee

Roger Dunstan, Consultant  
Assembly Appropriations Committee

Pamela Schneider, 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

Alene Shimazu, Chief  
Fiscal Analysis, CalHR

Pam Manwiller, Deputy Chief  
Labor Relations, CalHR

Shawn Ramirez, LRO  
Labor Relations Officer, CalHR

**California Association of Psychiatric Technicians**

**California Correctional Health Care Services Layoff Negotiations Agreement**

This agreement represents the full and complete understanding of the parties at the conclusion of impact negotiations completed on January 16, 2013 regarding the CCHCS staff reductions due to the decrease inmate population.

**1. Redirection Counties (Kings, Monterey, Solano, and Kern)**

CAPT agrees to the Phase 1 Redirection Plan as attached and presented to CAPT Jan. 15, 2013, as it applies to the following counties – Kings, Monterey, Solano – Impacted Bargaining Unit 18 employees working at ASP, CTF, and Solano. CCHCS will survey employees by county for internal county volunteers to relocate. Volunteering employees shall be assigned by seniority. If insufficient volunteers are not secured, the redirection plan will apply and employees will report April 1, 2013.

For BU 18 employees impacted in Kern County and working at CCI, the following plan shall apply:

CCHCS will survey Unit 18 employees working at CCI for volunteers to the open positions at WSP or KVSP. Volunteering employees will be assigned to these positions based upon state seniority and will report to those locations effective April 1, 2013.

Any positions that are not filled voluntarily, will be filled by the involuntary process with no moving relocation expenses. Employees facing involuntary transfer of 50 miles or more shall have the option of accepting the involuntary transfer or participating in the Secondary Placement Process.

Employees who elect to be included in the Secondary Placement Process will receive a 60-day SROA/Surplus notice.

Employees who do not receive placement through the Secondary Placement Process are subject to layoff.

CAPT waives the required 120-day SROA/Surplus status and agrees that CCI impacted employees shall receive a 60 day SROA/Surplus notice.

**2. Area of Layoff**

The area of layoff shall be by county.

**3. Primary Placement (Layoff Process)**

Employees on SROA in impacted counties, where vacancies exist within that county, will be placed within the county based on seniority.

**4. Secondary Placement Process (Out of County)**

After the in county placements have been awarded, CCHCS will provide a secondary opportunity to those employees who are subject to separation due to layoff (i.e. layoff, retirement in lieu of layoff, or resignation in lieu of layoff). BU 18 employees who are impacted in Kern county are incorporated into the Secondary Placement Process.

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1. CCHCS will provide a vacancy list, to the above impacted employees, which the employees can bid for on a statewide basis.
2. Employees interested in transferring to these vacancies shall list their preferences, in order of preference on the document provided. This document will include available the locations of available vacancies.
3. Selections must be returned to the CCHCS, Seniority Placement Unit within three business days (M-F). The sheet can be sent via fax or email. CCHCS shall have equipment available to provide these documents.
4. Employees will be awarded the vacancies by seniority prior to the date of layoff.

Placements from the Secondary Placement Process are not revocable. Employees who are eligible to participate and do not respond to the inquiry will be laid off.

#### **5. Relocation**

This agreement is the sole provision providing relocation. No other relocation is provided except by incorporation into this agreement as a result of the impact negotiations over layoffs. Impacted employees shall receive relocation as specified below and are not entitled to any other provisions of relocation.

CCHCS shall allow sixteen (16) hours of administrative time off for placements in which the employee changes their residence over 100-200 miles from previous work location and move within 6 months of their report date. CCHCS shall allow an additional eight (8) hours of administrative time off for placements in which, the employee changes their residence over 200 miles from previous work location and moves within 6 months of their report date. Impacted employees may utilize accrued vacation, annual leave, holiday, or CTO and/or unpaid leave (approved dock) in conjunction with ATO subject to supervisory approval for additional time off to relocate. Release of these individuals shall not result in additional overtime to the Department.

CCHCS shall provide Per Diem to those employees who voluntarily relocate over fifty (50) miles to a vacant position of one hundred twenty-five dollars (\$125.00) per day for thirty (30) days; those employees who are involuntarily transferred shall receive ninety dollars (\$90.00) per day for twenty-two (22) days.

#### **6. Leaves**

Management shall make reasonable efforts to honor any pre-approved leaves

#### **7. Furlough and Personal Leave Program 2010 and 2012 (PLP 2010/2012)**

All impacted employees who are laid off will be allowed to use their outstanding furlough time and/or PLP 2010/2012 time before separation.

#### **8. Orientation and Training**

Any impacted employee transferring to another facility or worksite shall be provided orientation and any required on the job training in their new position.

#### **9. Job Search and Interviews**

All impacted employees in layoff status will be granted reasonable time to attend State sponsored job interviews, job fairs and apply for open positions in agencies in accordance with the contract sections related to Release Time for State Civil Service Examinations. Such requests shall not be unreasonably denied.

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**10. Probationary Period**

For informational purposes only, impacted employees affected by the layoff and who transfer into a new position in the same classification at CCHCS, shall not be required to serve a new probationary period in their new position. Merit salary adjustments shall remain unchanged. If the employee is still on probation they shall complete their probationary period in the new position.

**11. California Health Care Facility -Stockton (CHCF) San Joaquin County**

CHCF will begin staffing Psychiatric Technicians in July 2013.

To mitigate additional layoffs CCHCS will provide impacted employees in San Joaquin county placement to CHCF positions and start dates at the CHCF in seniority order first. The remaining CHCF vacancies will be opened to the out of county impacted employees and awarded by seniority. The most senior employee will start at CHCF first and staffing will continue through the phased in staffing until all employees who have elected employment at CHCF have started at CHCF.

Employees who elect employment to CHCF may use leave balances for the time between the layoff effective date and start date at CHCF. Should employees not have sufficient leave to cover the absence period, CCHCS employees shall be placed on an approved leave of absence once leaves have been exhausted. During the leave of absence employees must cover their benefit costs in order to maintain benefit coverage.

Employees who are awarded positions to the CHCF will have the option to be temporarily assigned to facilities with vacancies pending their start date at the CHCF. Selection of temporary assignments will be made in seniority order. Employees will remain in their temporary assignments until their start date at CHCF or until the vacancy they are occupying is filled. No temporary relocation nor per diem will be provided other than what has been specified in this agreement. Employees who do not report to the temporary assignment will be laid off.

**12. Dispute Resolution**

Any dispute regarding the interpretation, application or alleged violation of this agreement shall be subject to an expedited appeal at the third step (California Department of Human Resources) of grievance and arbitration procedure per the MOU.

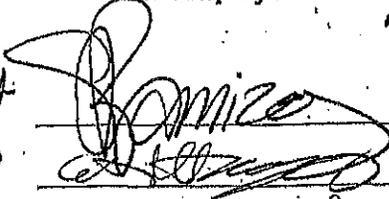
**13. Reopener**

Other than what is included in this agreement above, nothing in this agreement shall constitute a waiver of rights or benefits to which BU 18 member are entitled to under the MOU.

CAPT may request to meet and discuss matter of concern with CCHCS regarding the implementation and effect of the layoff on BU 18 employees up to sixty (60) days after the effective date of layoff.

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1-17-13	Joseph A. Carreras President		01/17/13
	Cherie S. Gendron 1-17-13		1/17/13
1/17/13	Ken Murch Consultant	Luiz da Silva	1/17/13
1/17/13	Tom Seale Consultant	Tom Seale	1-17-13
1-17-13	Patricia N. Nunez California Treas.		
1-17-13	