



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES
Office Of The Director

1515 S Street, North Building, Suite 400
Sacramento, CA 95811

www.calhr.ca.gov

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

April 10, 2013

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

Addendum for Service Employees International Union (SEIU, 1,000) Employees within the Department of Correctional Health Care Services, (CCHCS) Layoffs

Affecting Employees Represented by Various SEIU Bargaining Units Employed at Various Locations within CCHCS

This is to inform you of a recent agreement reached between the Department of Human Resources and representatives of the SEIU, Local 1,000 on issues related to the staff reduction plan for the CCHCS. This agreement is temporary and will expire.

CalHR is providing this addendum for the Committee's information according to Government Code §3517.63. 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

2/10/13 13-04

ecc:

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

Maureen Ortiz, Consultant
Senate Appropriations Committee

Nick Schroeder, Consultant
Office of the Legislative Analyst

Geoff Long, Chief Consultant
Assembly Appropriations Committee

Richard Gillihan, Asst. Program Budget Manager
Department of Finance

Roger Dunstan, Consultant
Assembly Appropriations Committee

Craig Cornett, Chief Fiscal Policy Advisor
Office of the Pro Tem

Pamela Schneider, Consultant
Senate PE&R Committee

Charles Wright, Chief Consultant
Office of the Pro Tem

Karon Green, Chief Consultant
Assembly PER&SS Committee

Chris Woods, Budget Director
Office of the Speaker

Gary Link, Consultant
Senate Republican Caucus

Greg Campbell, Chief Consultant
Office of the Speaker

Terry Mast, Consultant
Assembly Republican Caucus

Seren Taylor, Staff Director
Senate Republican Fiscal Office

Alene Shimazu, Chief
Fiscal Analysis, CalHR

Chantele Denny, Consultant
Senate Republican Fiscal Office

Pam Manwiller, Deputy Chief
Labor Relations, CalHR

Anthony Archie, Consultant
Assembly Republican Fiscal Office

Peter Schaafsma, Staff Director
Assembly Republican Fiscal Office

Keely Bosler, Staff Director
Senate Budget Committee

Kris Kuzmich, Consultant
Senate Budget Committee

Christian Griffith, Staff Director
Assembly Budget Committee

Mark Martin, Consultant
Assembly Budget Committee

Mark McKenzie, Staff Director
Senate Appropriations Committee

TA 7:15 PM
3-1-13
John Elly

TA 7:15 PM
3-1-13
D. Maxwell

SEIU Local 1000
CCHCS Phase I Layoff
Management - Counter Proposal
March 1, 2013

1. Leave Banks

Employees impacted by the CCHCS Phase 1 Layoffs, including employees who retire or resign in lieu of layoff, shall be given maximum discretion to utilize their outstanding Furlough, PLP 2010, and PLP 2012 time prior to their effective date of layoff. On the rare occasions when employees are prevented from utilizing such leave, it shall be paid.

2. Pre-approved Leaves

Management shall make every effort to honor any pre-approved leaves including but not limited to vacation and sick leave within the hiring authority of CCHCS. If pre-approved leave cannot be honored, the employee will be guaranteed the equivalent time off at another time.

3. Duty Statements

Employees shall be provided their duty statements within 15 calendar days of their transfer or placement in a new position.

4. Orientation and Training

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

5. Probationary Period

An employee who is demoted in lieu of layoff will not serve a new probationary period if the employee has completed the probationary period for the classification on which their current appointment is based. Anniversary and merit salary adjustment dates shall remain unchanged. Employees transferred in their same classification and still on probation shall complete their probationary period in the new position.

Employees demoted in lieu of layoff shall qualify for the 3% salary adjustment on July 1, 2013 provided the employee was at a higher salary than the maximum of the classification demoted to for twelve (12) consecutive months.

6. 20/20 Program (BU 20 Only)

Any impacted employee currently participating in the 20/20 program shall be allowed to continue to participate in the program regardless of an involuntary transfer.

7. Additional Meetings

Once all options have been implemented, SEIU shall be granted up to three additional meetings with CCHCS to discuss discrepancies or any issues not considered during these negotiations. Meetings shall be completed by July 31, 2013.

[Handwritten signatures and notes on the left side of the page]
Schiffman
Deane Johnson
Sheena
ann
Rebecca L. Cabana
Carmen Lopez
Carmen Lopez

[Handwritten signatures and notes on the right side of the page]
Francis
Francis
Francis
Francis
Francis
Francis
Francis

The next post and bid cycle will be consistent with the MOU beginning the process October 2015 and assignments will begin the second Monday in January 2016.

JA

12. Release for Employment Opportunities

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. This provision expires March 31, 2013.

13. Recruitment and Retention-Avenal, Ironwood, Calpatria, Chuckwalla Valley and Centinela State Prison

Any employee covered by the Recruitment and Retention (R&R) differential in MOU Articles 11.20 and 11.20.20, subject to layoff and transferred through placement to CHCF shall be subject to the following condition:

- a) If the employee transfers to CHCF, he/she shall be eligible for a prorated share for those months served up to the effective date of layoff.

14. *ACHS will contact EDD and based on their availability, will arrange a meeting for ACHS impacted employees at CMF & CSP. solo.*

The agreement expires April 30, 2013 with the exception of #7, #11, and #12.

58 pm 7/2 3-1-13

pm 7/5 3-1-13

2/1/13 7:15 PM

SEIU 1000

[Signature]

*Stephen Pecher
U4 chair*

M

W

TH

FR

[Signature]

*TA 7:15 PM
3-1-13
pm*