



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

August 2, 2013

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

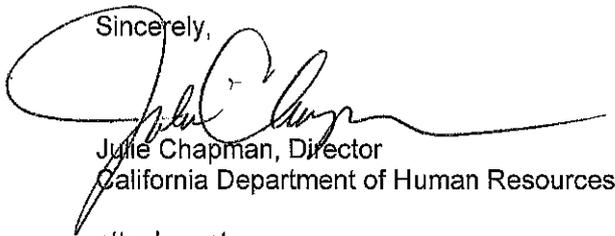
Re: Addenda: Service Employees International Union (SEIU) Local 1000, Bargaining Unit 12, International Union of Operating Engineers (IUOE), Bargaining Unit 18, California Association of Psychiatric Technicians (CAPT), and Bargaining Unit 19, American Federation of State, County and Municipal Employees (AFSCME) Memoranda of Understanding- Lanterman

This is to inform you of recent agreements reached between the State, AFSCME, CAPT, IOUE, and the SEIU Local 1,000 regarding the reduction and relocation of employees within the Department of Developmental Services- Lanterman Developmental Center.

Over the past few years, there has been a changing population within DDS developmental centers and community facility as residents continue to transition into community settings and fewer people are admitted into the state operated facilities. This change in population requires adjustments in both client service delivery needs and staff needs. The attached agreements represent the continued response to those changing needs. All of the agreements address the layoff and relocation of staff including the relocation of staff to community homes. The closure of Lanterman will not be complete until the last client is successfully transitioned into a community home, or other developmental center, as such these agreements will remain in place until the Lanterman Developmental Center closure is complete.

CalHR is providing these addenda 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

ecc:

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

Nick Schroeder, Consultant
Office of the Legislative Analyst

Richard Gillihan, Program Budget Manager
Department of Finance

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

Charles Wright, Chief Consultant
Office of the Pro Tem

Chris Woods, Budget Director
Office of the Speaker

Greg Campbell, Chief of Staff
Office of the Speaker

Nick Hardeman, Chief Consultant
Office of the Speaker

Seren Taylor, Staff Director
Senate Republican Fiscal Office

Chantele Denny, Consultant
Senate Republican Fiscal Office

Anthony Archie, Consultant
Assembly Republican Fiscal Office

Peter Schaafsma, Staff Director
Assembly Republican Fiscal Office

Keely Bosler, Staff Director
Senate Budget Committee

Mark Ibele, Consultant
Senate Budget Committee

Christian Griffith, Chief Consultant
Assembly Budget Committee

Mark Martin, Consultant
Assembly Budget Committee

Mark McKenzie, Staff Director
Senate Appropriations Committee

Maureen Ortiz, Consultant
Senate Appropriations Committee

Geoff Long, Chief Consultant
Assembly Appropriations Committee

Roger Dunstan, Consultant
Assembly Appropriations Committee

Pamela Schneider, Chief 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, Chief
Labor Relations, CalHR

SEIU Lanterman

**AGREEMENT REACHED BETWEEN THE STATE OF CALIFORNIA AND
SEIU LOCAL 1000
CONCERNING
DEPARTMENT OF DEVELOPMENTAL SERVICES
LANTERMAN DEVELOPMENTAL CENTER CLOSURE**

1. RELOCATION ASSISTANCE

This Relocation Assistance is provided to Lanterman Developmental Center (LDC) SEIU impacted employees who relocate to another position within the Department of Developmental Services (DDS). The amount of the Relocation Assistance shall be three thousand five hundred (\$3,500) dollars.

No Relocation Assistance provision(s) shall apply to SEIU Community State Staff (CSS) assigned employees.

No Relocation Assistance provision(s) shall apply to employees in SEIU bargaining units accepting a position in the Warm Shut Down.

No Relocation Assistance provision(s) shall apply to employees in SEIU bargaining units accepting a position in the Outpatient Clinic or any other area that remains after LDC closure.

This Relocation Assistance provision is effective upon ratification by the State. This benefit begins January 1, 2013, and terminates upon the establishment of the reemployment list for each SEIU classification. An employee shall be eligible if they apply for the DDS position prior to the establishment of the reemployment list for their classification, even if the hiring process is not completed before the list is established. An employee's application must be postmarked and/or received prior to the establishment of the reemployment list for their classification.

Employees shall report to their new DDS facility on the date specified as the reporting date and be ready, willing and able to work.

Employees must be on active work status ninety (90) days from the first day of actual work.

2.A. ADVANCE AGAINST RELOCATION ASSISTANCE

Thirty (30) days prior to the specified reporting date, an employee who has accepted a position in another DDS facility will be issued an advance against the Relocation Assistance in the amount of one thousand seven hundred fifty (\$1,750) dollars, less required deductions and/or taxes.

Failure to report on the specified reporting date as directed above will result in the loss of the Relocation Assistance. Recovery of the advance will be handled by deduction of earnings, against accrued leave balances and/or garnishment of wages/salary. If necessary, DDS will also file a claim for reimbursement with the Franchise Tax Board for any remaining balance due.

Failure to complete the 90-day active work status requirement indicated above will result in recovery of the advance and forfeiture of the balance of the Relocation Assistance as indicated in the above conditions.

2.B. BALANCE OF THE RELOCATION ASSISTANCE

Ninety (90) calendar days after the first actual day of work, the remainder of the Relocation Assistance one thousand seven hundred fifty (\$1,750) dollars, less required deductions and/or taxes, will be issued to the employee.

Failure to complete the conditions/requirements indicated above will result in the forfeiture of the advance against Relocation Assistance and the balance of the Relocation Assistance, and recovery of the forfeiture will be handled as indicated above.

The Relocation Assistance will not count in the calculation of hourly rates of pay for overtime, Industrial Disability Leave, State Disability Insurance, or lump sum cash out of vacation, sick leave or any other leave balance.

This agreement is the sole provision providing Relocation Assistance. No other Relocation Assistance is provided. This means it is understood that the appointing authority is not requiring employees to accept positions at (or relocate to) another DDS facility and that employees accepting positions at other DDS facilities do so voluntarily. Accordingly, employees who accept positions at another DDS facility are not eligible for moving and relocation allowances under the provisions of Government Code Sections 19841 and 19842, DPA regulations 599.714 through 599.724.1, inclusive, and Article 12 (Sections 12.1 and 12.2) of the SEIU collective bargaining agreements.

CTO, EXCESS TIME, HOLIDAY TIME, PERSONAL LEAVE & VACATION/ANNUAL LEAVE CASH OUT.

Upon request of the LDC employee, who voluntarily reports to another DDS location, DDS agrees to cash out CTO, Excess Time, Holiday Time, and Personal Leave to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date at the new DDS location.

Upon request of the LDC employee, who voluntarily reports to other State employment (outside DDS), DDS agrees to cash out CTO and Excess Time to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date to the new work site. If no request is received, all CTO and Excess Time balances will be cashed out to the employee on the last day of employment with DDS.

Employees who voluntarily report to their new location within DDS will have the option to cash out no fewer than 40 hours vacation/annual leave accumulation, but no more than 80 hours. Vacation/annual leave payout will be paid three (3) weeks prior to the effective reporting date at the new DDS location.

TRAINING

The Department agrees to continue in accordance with the existing collective bargaining agreement any/all approved training programs currently in place for LDC employees until the date of each employee's layoff. This is not precedent setting.

5. SIDELETTER TENTATIVE AGREEMENTS, DATED NOVEMBER 29, 2012

The Tentative Agreements reached on November 29, 2012, titled Exhaustion of Leave Credits, Time Off for Training, Training Benefit for Lateral Transfers, Union Representation at Placement/One-on-One Meetings, Employee Assistance Program, Employee Job Search, and Layoff Discussion are attached and considered a part of this agreement.

6. SROA/SURPLUS and REEMPLOYEMENT RIGHTS

SEIU employees who are not placed by the above provision(s) will have SROA/Surplus status in increments up to a maximum of 120 calendar days per the SROA/Surplus policy and procedure manual.

Except for "Administrative Ninety Day Post Closure" employees, SEIU Local 1000 employees who are placed pursuant to this Agreement will have their SROA/Surplus status terminated at the time they exercise their right to a position as the most senior eligible employee for the Warm Shut Down or the Outpatient Clinic.

7. TERM OF AGREEMENT

The agreement and all of its provisions expire when all SEIU Local 1000 employees at LDC have either accepted a position in another DDS facility, another State department, accepted a Warm Shut Down position, accepted an Outpatient Clinic position, or have been laid off or otherwise separated from State service.

This agreement will be effective upon signature of the parties and approval by the California Department of Human Resources (CalHR).

STATE:

SEIU:

Don Monwiler 6-2-13

M. Valenzuela-Bull 7/2/13

Jury Kawhead

Francisco Pass

Kimberly J. Grant

Roger P. Hill

SEIU Local 1000 Proposal
Lanterman Closure - Phase I
November 29, 2012

5:10 pm

Training Benefit for Lateral Transfers

Any impacted employee transferring to another position within DDS shall be provided a ~~minimum of (3)~~ ^{an appropriate} week's orientation and any required on-the-job training in their new position.

DDS agrees to make every effort to provide the training necessary to ensure adequate performance for employees transferring to another classification that requires new skills and/or knowledge.

Seiu Local 1000
Larry Dawhead, Sr Union Rep
Francis Purn, Unit 4
Renee Mmedlock Unit 1
Janet Pucias UNIT 3
Carm Hutto - Unit 11
Karen McVell BU 1
K Cward BU 12

State
TAC/ 11-29-12 5:10pm
m Beth
Kate Rayle
Pam Manville
[Signature]

5:10pm

SEIU Local 1000 Proposal
Lanterman Closure - Phase I
November 29, 2012

Exhaustion of Leave Credits

Impacted employees will be allowed to use any leave credits that carry no cash value (i.e. furlough, PDD, PLP 2010, and PLP 2012) prior to the effective date of the layoff.

SEIU Local 1000
Jury Rawhead, 82 units
Franci Pann, Unit 4
Renee Mndlock Unit 1
Janet Neenan Unit 3
am Watson unit 11
Karen Melville BU1
K Cawart BU7

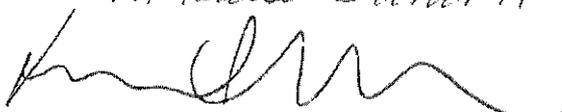
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5:10 pm

SEIU Local 1000 Proposal
Lanternman Closure - Phase I
November 29, 2012

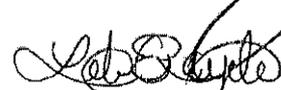
Union Representation at Placement/One-on-One Meetings

Upon the request of an impacted employee, an SEIU Local 1000 representative shall attend the employee's placement/one-on-one meeting.

SEIU Local 1000
JFA Wheel, Jr Union Rep
Francis Pan, Unit 4
Renee Mondlock Unit 2
Garnet Nevada Unit 3
Cynthia Hutson Unit 11

Karen DeVell BU1
K Comant BU7

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11-29-12 5:10pm

M. Bath
Jan Nowler



5:10 pm

SEIU Local 1000 Proposal
Lanterman Closure - Phase I
November 29, 2012

Employee Assistance Program

All impacted employees affected by the layoff will continue to receive benefits for EAP for six (6) months after the date of the layoff provided that the impacted employee contacts EAP and establishes a case number prior to January 30, 2013.

SEIU Local 1000
Terry Rawhead, ^{SEIU union} rep
Francis Pan, UNIT 4
Renee Madlock UNIT 1
Janet Reeves UNIT 3
Cyril Hutter - unit 11
Karen DeVoll BUT
K. C. want BUT

A State
11-29-12 5:10pm
m. B. B. B.
Jan Manville
Francis
[Signature]

5:10pm

SEIU Local 1000 Proposal
Lanternman Closure - Phase I
November 29, 2012

reasonable ^{pm} TL
with supervisory approval.

Employee Job Search

All impacted employees will be allowed state release time to attend state sponsored job interviews, job fairs, and apply for open positions in other state agencies. Requests shall not be unreasonably denied and any denials must be based on severe operational needs and in writing. Computers, a printer, fax and a photocopier shall be made available at Lanternman for job searches.

TL P

SEIU Local 1000
J. K. Whead, Sr. Union Rep
Janissa Pan, Unit 4
Renee Mandlock Unit 1
Sandria Adams Unit 3
Ann Watson Unit 11

Karen DeWalt BU 1
K. Grant BU 7

TA
State
11-29-12 5:10pm
M. B. Adk
~~W. B. Adk~~
Pam Mandlock


SEIU Local 1000 Proposal
Lanternman Closure -- Phase I
November 29, 2012

LAYOFF? ^{TL}

Post Placement Discussion

Once all impacted employees have made their selections and their options have been implemented, SEIU Local 1000 shall be granted an additional meeting within 30 days, with CALHR and DDS, to discuss discrepancies or any issues not considered during these negotiations.

TL for a conference call no
TL for later than 1-28-2013

Seu, Local 1000
Jury Award, A unstep

State
IA
11-29-12 5:10pm

Francis Pass, UNIT 4
Dence Muellock Unit 1
Dennis Pucall UNIT 3
Cynthia - unit 11
K(award) - BU 17
Karen DeWoll BU 1

Jim Bald
John Payne
John Manville
Banning

SEIU Local 1000 Proposal
Lanterman Closure - Phase I
November 29, 2012

Time Off for Training

Impacted Lanterman employees shall receive state release time to attend job related training sponsored by the EDD - One Stop/Rapid Response program. Requests to attend such trainings shall not be unreasonably denied, and any denials shall be based on severe operational needs and in writing. The response time to these requests will be expedited and shall take no longer than 5 business days.

DDS agrees to provide monthly meetings with Calpers, Employee Assistance Program, and EDD for all employees.

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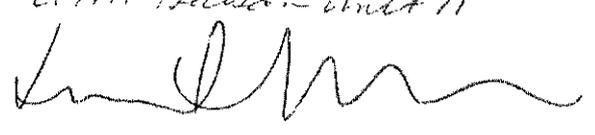
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with supervisory approval

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at LDC

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SEIU Local 1000
J Rawhead, Sr Union Rep
Francis Pan, Unit 4
Dence Mandlock Unit 1
Lana Luccas Unit 3
Ann Watson Unit 11



Karen DeWalt BU1
K. C. Ward BU17

A State
11-29-12 5:10pm
Jan Manwiler
M. B. B. B.
Kate Rayle
Kamie

**SEIU and DDS Community State Staff Agreement
Lanterman Developmental Center**

Effective July 15, 2011, assignments in Bargaining Unit 1, 3, 4, 11, 15, 17, and 20 will be available for permanent State staff to transition into community assignments with prospective community employers on a voluntary basis. These assignments will be made available to Lanterman Developmental Center (LDC) employees only, in accordance with the amendment to Government Code 854.1.

Specifically the amendment authorizes the Department of Developmental Services (DDS) to utilize State staff in the community as part of the LDC's closure plan as approved by the legislature in accordance with Welfare and Institutions Code 4474.2 (a), which states, "For the Lanterman Developmental Center, the use of departmental employees is in effect for up to two years following the transfer of the last resident of the Lanterman Developmental Center, unless a later enacted statute deletes or extends this provision."

Hiring Process

1. Prior to the final filing date of applications, LDC will schedule an orientation with the Regional Centers (RC)/Providers to allow employees an opportunity to ask questions. This orientation can be attended on State time.
2. All community assignment opportunities will be posted as Job Opportunity Bulletins (JOB) in a prominent place on the units and advertised via email. All notices will be posted for no less than ten (10) calendar days.
3. Candidates offered a community assignment will have an opportunity on state time to visit the new job site, meet the supervisor and talk to other people who work there.
4. A duty statement will be provided to applicant that describes the duties the employee will be expected to perform. SEIU (HQ and LDC Job Steward) shall be provided with a copy of the duty statement 14 days prior to posting of JOB. LDC management will consult with the RC/Provider to ensure that the duty statement and JOB are consistent with the State Personnel Board's classification specification for the classification being advertised.
5. The JOB will specify the assignment, minimum and desirable qualifications, work location, hours of work, shift, time-base, organization structure and days off and rotation pattern and cycle, the deadline to submit an application and where applications must be submitted.
6. Selection will be based on a competitive interview. The panel will include a representative from the RC/Provider and a representative from DDS. All interviews will utilize patterned questions which have been reviewed and approved by the EEO and Personnel Officer. Employees shall have a right to utilize the Merit Appeal process.
7. Applicants will be ranked using objective criteria. LDC will recommend to the RC/Provider that if more than one employee has the same score, the more senior employee will be offered the assignment.
8. Employees may request and shall receive feedback on their interview to help them prepare for future interviews for other jobs in the community.

**SEIU and DDS Community State Staff Agreement
Lanterman Developmental Center**

9. LDC will notify SEIU which employees, by name and classification, transfer to the community and their locations of employment. This list will be updated monthly.

Terms of the Assignment

1. Selected employees shall remain in their current classification and retain their permanent civil service status and benefits, including collective bargaining protections for the duration of the assignment.
2. Selected employees shall complete the hiring process guidelines and requirements of the provider. Satisfaction of such requirements shall be at no cost to the employee nor conflict with the provisions of the Memorandum of Understanding between SEIU Local 1000 and the State of California.
3. Any approved leave, vacation and accrued time stays with the employee.
4. The employee's new headquarters will be determined by the location where the employee spends a predominate amount of their work time. (DPA Rule 599.616) Any per diem or mileage will be based upon the headquarters location.
5. Termination of the assignment, by the employee or employer requires a minimum of 30-calendar days written notice, unless the parties mutually agree to a different date. Extenuating circumstances, such as workplace harassment or safety issues shall be addressed on a case by case basis and may result in a waiver of the employee notice requirement.
6. If an employee in a less than full-time CSS assignment elects to stay in the assignment, he/she will retain their current classification and permanent civil service status in the time-base of the CSS assignment. Benefits shall be provided in accordance with the Bargaining Unit 1, 3, 4, 11, 15, 17, and 20 MOUs. (See below Employee Rights 2, 3 and 4)

Supervision

1. DDS will retain review of clinical practices
2. Supervision and performance appraisals will be completed by DDS in concert with RC/Provider.

Employee Rights

1. Employees shall retain all the rights and protections pursuant to the State laws, rules and applicable collective bargaining provisions for the duration of their assignment with the RC/Provider.
2. Before the closure of LDC, if a full time employee selects a CSS assignment in the community of less than full time, the employee will have the option to augment their hours at LDC in order to retain their full time status.
3. Employees in community assignments will have return rights to LDC. Employees in community assignments will be given written notice (certified mail to the employee's

June 1, 2013

**SEIU and DDS Community State Staff Agreement
Lanterman Developmental Center**

home address of record with LDC) no less than five months prior to the initiation of the LDC layoff process with an opportunity to return to LDC and participate in the LDC layoff process. Prior to sending notice to state staff in the community of the LDC layoff process, DDS will forward the notice to SEIU Local 1000 for input.

4. Upon receiving notification of the LDC layoff process, employees in a CSS assignment shall make their election to return to LDC to participate in the layoff process or remain in their CSS assignment within 10 business days of receiving their notice. If an employee elects to remain in the less than full time position in the CSS assignment the appropriate personnel documentation would be completed to verify agreement in the change in time base to a less than full time position.
5. In accordance with Welfare and Institutions Code 4474.2 (a), which states, "For the Lanterman Developmental Center, the use of departmental employees is in effect for up to two years following the transfer of the last resident of the Lanterman Developmental Center, unless a later enacted statute deletes or extends this provision." Continued community employment is contingent upon funding for the program in the annual State budget for DDS. If employment in the community discontinues prior to the LDC closure (through employee/RC/Provider/DDS notice or discontinuation of funding); the employee will be provided a minimum of 30 calendar days written notice to report to LDC in the same classification with no break in State service. If employment in the community discontinues after the closure of LDC, the employee will be given the option to:
 - a. Exercise the right of first refusal of any vacant funded position within their classification advertised at any DDS facility for the 30 calendar day period. If more than one employee returns at the same time, right of first refusal will be based on state service seniority, or
 - b. If no vacant position is available, then the employee will be placed by the Department in a position that is at, or within lateral transfer range, of their current classification at a developmental center, community facility, or headquarters office. The employee will be provided a minimum of 30 calendar days written notice to report to the new assignment with no break in service. Relocation will be paid as defined in the negotiated Agreement on LDC Closure, sections 1 and 2. If the employee does not report to the new assignment as required, the employee will be laid off.
6. All DDS facilities will post advertised vacancies on the State Personnel Board's vacant position database (VPOS). Employees in the community shall retain the right to take examinations given by LDC/DDS.

This agreement is an addendum to the current Bargaining Unit 1, 3, 4, 11, 15, 17, and 20 collective bargaining agreements and will be incorporated into the agreement and shall expire at the termination of the CSS program at LDC.

June 1, 2013

SEIU and DDS Community State Staff Agreement
Lanterman Developmental Center

The terms of this Addendum Agreement are limited to the above reference meet and confer, do not establish a past practice and shall not be considered precedential in any future grievance or arbitration.

Terry Hancock

Francis Pass

Kimberly Conant

Debbie Boddal

Tony Shucko

Malayna Babb 7/2/13
Malayna Babb, DDS Labor Relations

Rebecca McGown
Rebecca McGown, DDS Labor Relations

Pam Manville
6-2-13

Employee Options for Participation in the Lanterman Relocation Assistance Program

Employee Name: _____

Classification: _____

DDS New Work Location: _____

- 1) _____ By checking this section I am applying for participation in the Lanterman Relocation Assistance Program with an understanding that failure to report as directed on the reporting date I have been assigned will result in the loss of Relocation Assistance. Recovery of any advance will be handled by deduction of earnings, against accrued leave balances, and/or garnishment of wages/salary. If necessary, DDS will also file a claim for reimbursement with the Franchise Tax Board for any remaining balance due.

- 2) _____ By checking this section I state that I am an eligible employee who will voluntarily report to a qualifying new location within DDS and that I desire to exercise the option to cash out no fewer than 40 hours vacation accumulation but no more than 80 hours. I am requesting the cash out of _____ hours.

- 3) I state that I am an eligible employee who will voluntarily report to a qualifying new location within DDS and that I (check one below)

_____ desire to cash out CTO, Excess Time, Holiday Time, and Personal Leave to a zero balance; or

_____ choose not to cash out CTO, Excess Time, Holiday Time, and Personal Leave to a zero balance.

Failure to report on the specified reporting date as directed will result in the forfeiture of Relocation Assistance. Recovery will be handled by deduction of earnings, against accrued leave balances, and/or garnishment of wages/salary. If necessary, DDS will also file a claim for reimbursement with the Franchise Tax Board for any remaining balance due.

Employee Signature: _____

Date: _____

IUOE Lanterman

AGREEMENT REACHED BETWEEN THE STATE OF CALIFORNIA AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS
(IUOE) BARGAINING UNIT 12
CONCERNING
DEPARTMENT OF DEVELOPMENTAL SERVICES
LANTERMAN DEVELOPMENTAL CENTER CLOSURES

1. RELOCATION ASSISTANCE

Relocation Assistance shall be provided to Lanterman Developmental Center (LDC) employees in Bargaining Unit 12 who relocate to another position within the Department of Developmental Services (DDS). The amount of the Relocation Assistance shall be three thousand five hundred (\$3,500.00) dollars

The Relocation assistance begins January 30, 2013, and terminates (by classification) upon the establishment of the re-employment list for each IUOE classification. An employee shall be eligible for the Relocation Assistance if their application for a position at another DDS facility is submitted prior to the establishment of the reemployment list for their classification, even if the hiring process is not completed before the list is established. An employee's application must be postmarked and/or received prior to the establishment of the reemployment list for their classification.

Employees shall report to their new DDS facility on the date specified as the reporting date and be ready, willing and able to work. Employees must remain on active work status at the new DDS facility for ninety (90) days from the first day of actual work at the new DDS facility.

Unit 12 employees who remain at LDC in a Warm Shut Down position shall not be eligible to receive the Relocation Assistance provided by this Agreement

2. ADVANCE AGAINST RELOCATION ASSISTANCE

An employee who has accepted a position in another DDS facility will be issued an advance against the Relocation Assistance thirty (30) days prior to the specified reporting date. The advance shall be in the amount of one thousand seven hundred fifty (\$1,750.00) dollars, less required deductions and/or taxes.

Failure to report on the specified reporting date as directed above will result in the loss of the Relocation Assistance. Recovery of the advance will be handled by deduction of earnings, against accrued leave balances and/or by garnishment of wages/salary. If necessary, DDS will also file a claim for reimbursement with the Franchise Tax Board for any remaining balance due.

Failure to complete the 90-day active work status requirement indicated above will result in recovery of the advance and forfeiture of the balance of the Relocation Assistance as indicated in the above conditions.

3. BALANCE OF THE RELOCATION ASSISTANCE

Ninety (90) calendar days after the first actual day of work at the new DDS facility, the remainder of the Relocation Assistance (\$1,750.00 dollars, less required deductions and/or taxes) will be issued to the employee.

Failure to complete the conditions/requirements indicated above will result in the forfeiture of both the advance against Relocation Assistance and balance of the Relocation Assistance. Recovery of the Relocation Assistance will be handled as described in #2, above.

The Relocation Assistance will not be used to calculate hourly rates of pay for overtime, Industrial Disability Leave, Non Industrial Disability Insurance, or lump sum cash out of vacation, sick leave, or any other leave balance.

It is understood that the appointing authority is not requiring employees to accept positions at (or relocate to) another DDS facility, and employees who accept positions at other DDS facilities, do so voluntarily. It is further understood that this agreement is the sole provision providing relocation assistance and no other relocation assistance will be provided. Specifically, this means that employees who accept positions at another DDS facility shall not be eligible to receive moving and relocation allowances under any provisions of the Unit 12 MOU or provisions of Government Code Section 19841 and 19842, CalHR regulations 599.714 through 599.724.1, inclusive.

4. CTO, EXCESS TIME, HOLIDAY TIME, PERSONAL LEAVE & VACATION/ANNUAL LEAVE CASH OUT

Upon request of an LDC employee who voluntarily reports to employment in another DDS location, DDS agrees to cash out CTO, Excess Time, Holiday Time, and Personal Leave to zero balance three (3) weeks prior to the effective reporting date to the new reporting site.

Upon request of an LDC employee who voluntarily reports to employment in another State department, DDS will agree to cash out CTO, Excess Time, Holiday Time, and Personal Leave to zero balance three (3) weeks prior to the effective reporting date to the new work site.

Employees who voluntarily report to their new locations within DDS will have the option to cash out no fewer than 40 hours vacation/annual leave accumulation, but no more than 80 hours. Vacation/annual leave payout will be made three (3) weeks prior to the effective reporting date at the new DDS location.

5. SROA/SURPLUS and REEMPLOYEMENT RIGHTS

Unit 12 employees who are not placed by the above provision(s) will have SROA/Surplus status in increments up to a maximum of 120 calendar days per SROA/Surplus policy and procedure manual.

Except for "Administrative Ninety Day Post Closure" employees, Unit 12 employees who are placed pursuant to this Agreement will have their SROA/Surplus status terminated at the time they exercise their right to a position as the most senior eligible employee for the Warm Shut Down.

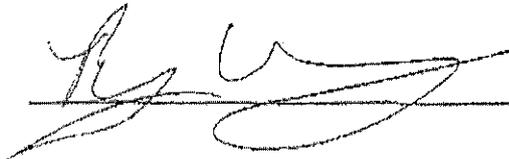
6. TERM OF AGREEMENT

The agreement and all of its provisions expire when all Bargaining Unit 12 employees at LDC have either accepted a position in another DDS facility, another State department, in a Warm Shut Down position, or have been laid off or otherwise separated from State service.

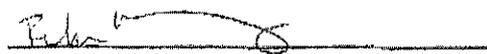
This agreement will be effective upon signature of the parties and approval by the California Department of Human Resources (CalHR).

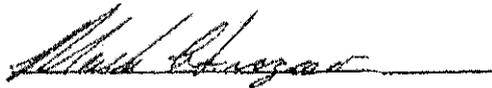
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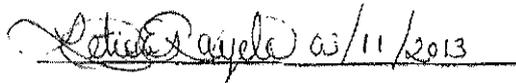
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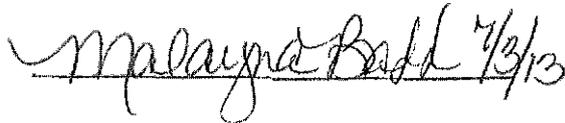


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CAPT Lanterman

**CAPT and DDS Community State Staff Agreement
Lanterman Developmental Center**

Effective July 1, 2011, assignments in Bargaining Unit 18 will be available for permanent State staff to transition into community assignments with prospective community employers on a voluntary basis. These assignments will be made available to Lanterman Developmental Center (LDC) employees only, in accordance with the amendment to Government Code 854.1

Specifically the amendment authorizes the Department of Developmental Services (DDS) to utilize State staff in the community as part of the LDC's closure plan as approved by the legislature in accordance with Welfare and Institutions Code 4474.2 (a), which states, "For the Lanterman Developmental Center, the use of departmental employees is in effect for up to two years following the transfer of the last resident of the Lanterman Developmental Center, unless a later enacted statute deletes or extends this provision."

Hiring Process

1. Prior to the final filing date of applications, LDC will schedule an orientation with the Regional Centers (RC)/Providers to allow employees an opportunity to ask questions. This orientation can be attended on State time.
2. All community assignment opportunities will be posted as Job Opportunity Bulletins (JOB) in a prominent place on the units and advertised via email. All notices will be posted for no less than ten (10) calendar days.
3. Candidates offered a community assignment will have an opportunity on state time to visit the new job site, meet the supervisor and talk to other people who work there.
4. A duty statement will be provided to applicant that describes the duties the employee will be expected to perform. CAPT (HQ and LDC Chapter President) shall be provided with a copy of the duty statement prior to posting of JOB. LDC management will consult with the RC/Provider to ensure that the duty statement and JOB are consistent with the State Personnel Board's classification specification for the classification being advertised.
5. The JOB will specify the assignment, minimum and desirable qualifications, work location, hours of work, shift, time-base, organization structure and days off and rotation pattern and cycle, the deadline to submit an application and where applications must be submitted.
6. Selection will be based on a competitive interview. The panel will include a representative from the RC/Provider and a representative from DDS. All interviews will utilize patterned questions which have been reviewed and approved by the EEO and Personnel Officer. Employees shall have a right to utilize the Merit Appeal process.
7. Applicants will be ranked using objective criteria. LDC will recommend to the RC/Provider that if more than one employee has the same score, the more senior employee will be offered the assignment.
8. Employees may request and shall receive feedback on their interview to help them prepare for future interviews for other jobs in the community.
9. LDC will notify CAPT which employees, by name and classification, transfer to the community and their locations of employment. This list will be updated monthly.

**CAPT and DDS Community State Staff Agreement
Lanterman Developmental Center**

Terms of the Assignment

1. Selected employees shall remain in their current classification and retain their permanent civil service status and benefits, including collective bargaining protections for the duration of the assignment.
2. Selected employees shall complete the hiring process guidelines and requirements of the provider.
3. Any approved leave, vacation and accrued time stays with the employee.
4. The employee's new headquarters will be determined by the location where the employee spends a predominate amount of their work time. (DPA Rule 599.616) Any per diem or mileage will be based upon the headquarters location.
5. Termination of the assignment, by the employee or employer requires a minimum of 30-calendar days written notice, unless the parties mutually agree to a different date.
6. If an employee in a less than full-time CSS assignment elects to stay in the assignment, he/she will retain their current classification and permanent civil service status in the time-base of the CSS assignment. Benefits shall be provided in accordance with the Bargaining Unit 18 MOU. (See below Employee Rights 2, 3 and 4)

Supervision

1. DDS will retain review of clinical practices.
2. Supervision and performance appraisals will be completed by DDS in concert with RC/Provider.

Employee Rights

1. Employees shall retain all the rights and protections pursuant to the State laws, rules and applicable collective bargaining provisions for the duration of their assignment with the RC/Provider.
2. Before the closure of LDC, if a full time employee selects a CSS assignment in the community of less than full time, the employee will have the option to augment their hours at LDC in order to retain their full time status.
3. Employees in community assignments will have return rights to LDC. Employees in community assignments will be given written notice (certified mail to the employee's home address of record with LDC) no less than five months prior to the initiation of the LDC layoff process with an opportunity to return to LDC and participate in the LDC layoff process.
4. Upon receiving notification of the LDC layoff process, employees in a CSS assignment shall make their election to return to LDC to participate in the layoff process or remain in their CSS assignment within 10 days of receiving their notice. If an employee elects to remain in the less than full time position in the CSS assignment the appropriate personnel documentation would be completed to verify agreement in the change in time base to a less than full time position.

**CAPT and DDS Community State Staff Agreement
Lanterman Developmental Center**

6. The approved closure plan authorizes community employment until the LDC closure. Continued community employment is contingent upon funding for the program in the annual State budget for DDS. If employment in the community discontinues prior to the LDC closure (through employee/RC/Provider/DDS notice or discontinuation of funding); the employee will be provided a minimum of 30 calendar days written notice to report to LDC in a comparable position with no break in State service. If employment in the community discontinues after the closure of LDC, the employee will be given the option to:
- a. Exercise the right of first refusal of any vacant funded position within their classification advertised at any DDS facility for the 30 calendar day period. If more than one employee returns at the same time, right of first refusal will be based on state service seniority, or
 - b. If no vacant position is available, then the employee will be placed by the Department in a position that is at, or within lateral transfer range, of their current classification at a developmental center, community facility, or headquarters office. The employee will be provided a minimum of 30 calendar days written notice to report to the new assignment with no break in service. Relocation will be paid as defined in the negotiated Agreement on LDC Closure, sections 1 and 2. If the employee does not report to the new assignment as required, the employee will be considered to have voluntarily resigned.
6. All DDS facilities will post advertised vacancies on the State Personnel Board's vacant position database (VPOS). Employees in the community shall retain the right to take examinations given by LDC/DDS.

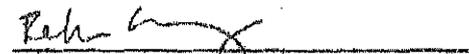
This agreement is an addendum to the current Bargaining Unit 1B collective bargaining agreement and will be incorporated into the agreement and shall expire at the termination of the CSS program at LDC.

The terms of this Addendum Agreement are limited to the above reference meet and confer, do not establish a past practice and shall not be considered precedential in any future grievance or arbitration.

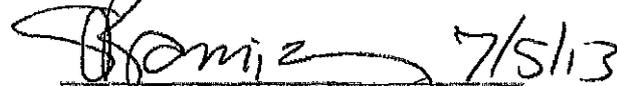

Ken Murch, CAPT Consultant 4-30-13


Malayna Babb, DDS Labor Relations 7/2/13


Ann Lyles, CAPT Consultant 4/30/13


Rebecca McGown, DDS Labor Relations


Coby Pizzotti, CAPT Consultant 4/30/13


Shawn Ramirez, LRO, CalHR 7/5/13


Brad Whitehead, LDC Chapter President 4-30-13

AFSCME Lanterman

**AGREEMENT REACHED BETWEEN THE STATE OF CALIFORNIA AND
AFSCME
CONCERNING
DEPARTMENT OF DEVELOPMENTAL SERVICES
LANTERMAN DEVELOPMENTAL CENTER CLOSURE**

1. RELOCATION ASSISTANCE

This Relocation Assistance is provided to Lanterman Developmental Center (LDC) AFSCME impacted employees who relocate to another position within the Department of Developmental Services (DDS). The amount of the Relocation Assistance shall be three thousand five hundred (\$3,500) dollars.

No Relocation Assistance provision(s) shall apply to AFSCME Community State Staff (CSS) assigned employees.

No Relocation Assistance provision(s) shall apply to employees in AFSCME represented classifications accepting a position in the Warm Shut Down.

No Relocation Assistance provision(s) shall apply to employees in AFSCME represented classifications accepting a position in the Outpatient Clinic or any other area that remains after LDC closure.

This Relocation Assistance provision is effective upon ratification by the State. This benefit begins January 1, 2013, and terminates upon the establishment of the reemployment list for each AFSCME classification. An employee shall be eligible if they apply for the DDS position prior to the establishment of the reemployment list for their classification, even if the hiring process is not completed before the list is established. An employee's application must be postmarked and/or received prior to the establishment of the reemployment list for their classification.

Employees shall report to their new DDS facility on the date specified as the reporting date and be ready, willing and able to work.

Employees must be on active work status ninety (90) days from the first day of actual work.

2.A. ADVANCE AGAINST RELOCATION ASSISTANCE

Thirty (30) days prior to the specified reporting date, an employee who has accepted a position in another DDS facility will be issued an advance against the Relocation Assistance in the amount of one thousand seven hundred fifty (\$1,750) dollars, less required deductions and/or taxes.

Failure to report on the specified reporting date as directed above will result in the loss of the Relocation Assistance. Recovery of the advance will be handled by deduction of earnings, against accrued leave balances and/or garnishment of wages/salary. If necessary, DDS will also file a claim for reimbursement with the Franchise Tax Board for any remaining balance due.

Failure to complete the 90-day active work status requirement indicated above will result in recovery of the advance and forfeiture of the balance of the Relocation Assistance as indicated in the above conditions.

2.B. BALANCE OF THE RELOCATION ASSISTANCE

Ninety (90) calendar days after the first actual day of work, the remainder of the Relocation Assistance, one thousand seven hundred fifty (\$1,750) dollars, less required deductions and/or taxes, will be issued to the employee.

Failure to complete the conditions/requirements indicated above will result in the forfeiture of the advance against Relocations Assistance and the balance of the Relocation Assistance, and recovery of the forfeiture will be handled as indicated above.

The Relocation Assistance will not count in the calculation of hourly rates of pay for overtime, Industrial Disability Leave, State Disability Insurance, or lump sum cash out of vacation, sick leave, or any other leave balance.

This agreement is the sole provision providing Relocation Assistance. No other Relocation Assistance is provided. This means it is understood that the appointing authority is not requiring employees to accept positions at (or relocate to) another DDS facility and that employees accepting positions at other DDS facilities do so voluntarily. Accordingly, employees who accept positions at another DDS facility are not eligible for moving and relocation allowances under the provisions of Government Code Sections 19841 and 19842, and CalHR regulations 599.714 through 599.724.1, inclusive.

3. CTO, EXCESS TIME, HOLIDAY TIME, PERSONAL LEAVE & VACATION/ANNUAL LEAVE CASH OUT.

Upon request of the LDC employee, who voluntarily reports to another DDS location, DDS agrees to cash out CTO, Excess Time, Holiday Time, and Personal Leave to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date to the new work site.

Upon request of the LDC employee, who voluntarily reports to other State employment (outside DDS), DDS agrees to cash out CTO and Excess Time to a zero balance. The "cash out" will be paid three (3) weeks prior to the effective reporting date to the new work site. If no request is received, all CTO and Excess Time balances will be cashed out to the employee on the last day of employment with DDS.

Employees who voluntarily report to their new location within DDS will have the option to cash out no fewer than 40 hours vacation/annual leave credits, but no more than 80 hours. Vacation/annual leave payout will be made three (3) weeks prior to the effective reporting date at the new DDS location.

4. TRAINING

The Department agrees to continue in accordance with the existing collective bargaining agreement any/all approved training programs currently in place for LDC employees until the date of each employee's layoff. This is not precedent setting.

5. SROA/SURPLUS and REEMPLOYMENT RIGHTS

AFSCME employees who are not placed by the above provision(s) will have SROA/Surplus status in increments up to a maximum of 120 calendar days per the SROA/Surplus policy and procedure manual.

Except for "Administrative Ninety Day Post Closure" employees, AFSCME employees who are placed pursuant to this Agreement will have their SROA/Surplus status terminated at the time they exercise their right to a position as the most senior eligible employee for the Warm Shut Down or the Outpatient Clinic.

6. TERM OF AGREEMENT

The agreement and all of its provisions expire when all AFSCME employees at LDC have either accepted a position at another DDS facility, another State department, accepted a Warm Shut Down position, accepted an Outpatient Clinic position, or have been laid off or otherwise separated from State service.

This agreement will be effective upon signature of the parties and approval by the California Department of Human Resources (CalHR).

STATE:

AFSCME:

