



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 to the Service Employees International Union (SEIU) Local 1000, and the
Bargaining Unit 18, the California Association of Psychiatric Technicians (CAPT)
Memoranda of Understanding- Porterville**

This is to inform you of recent agreements reached between the State, CAPT and the SEIU Local 1,000 regarding the reduction of positions at the Department of Developmental Services- Porterville Developmental Center.

Due to budget reductions and a population cap in the Secure Treatment Facility, layoff and relocation agreements have been put into place for CAPT and SEIU Local 1,000 staff employed within the facility. The attached addenda outline the details of the layoff and relocation.

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,

A handwritten signature in black ink, appearing to read "Julie Chapman", is written over a horizontal line. The signature is fluid and cursive.

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

CAPT Porterville

California Association of Psychiatric Technicians

Agreement between the California Association of Psychiatric Technicians and Porterville Developmental Center and the Department of Developmental Services relative to reduction in positions at the Center's Secure Treatment Facility.

This agreement represents the full and complete understanding of the parties at the conclusion of the impact negotiations on June 21, 2013 regarding the reduction in positions due to budget reductions and population cap in the Secure Treatment Facility.

1. Layoff by Seniority

The layoff shall be governed by state seniority. State seniority is defined as one point for each qualifying month of full-time state service. Per this agreement the classes of Psychiatric Technician (Class Code 8232) and Psychiatric Technician Safety (Class Code 8253) are combined and the least senior Psychiatric Technician (Class Code 8232)/Psychiatric Technician Safety (Class Code 8253) will be impacted.

Per this agreement the classes of Psychiatric Technician Assistant Safety (Class Code 8236) and Psychiatric Technician Assistant (Class Code 7425) are combined and the least senior Psychiatric Technician Assistant Safety (Class Code 8236)/Psychiatric Technician Assistant (Class Code 7425) will be impacted.

As the impact of position reduction is in the Secure Treatment Program, all employees in safety classifications must elect to work in the General Treatment Area. This election is considered a voluntary transfer into the GTA and then employee would then be placed into Miscellaneous Retirement.

2. SROA

CAPT agrees to waive the 120 day SROA notice for those employees who are newly impacted due to this agreement. These newly impacted employees will remain on SROA until August 28, 2013. These newly impacted employees are subject to the August 29, 2013, effective date of the staff reduction.

3. Registry Assignment

In lieu of layoff, impacted employees shall be provided the option to work on an intermittent basis in the Psychiatric Technician (Class Code 8232) Permanent Intermittent registry pool. To participate in the registry employees must elect this option on their "options letter". If an employee does not select this option they will not be placed in the registry pool and will be subject to layoff.

In lieu of layoff, impacted employees shall be provided the option to work on an intermittent basis in the Psychiatric Technician Assistant (Class Code 7425) Permanent Intermittent registry pool. To participate in the registry employees must elect this option on their "options letter". If an

employee does not select this option they will not be placed in the registry pool and will be subject to layoff.

4. First Right of Return

As vacancies become available at PDC positions will be filled in the following order:

- A. Employees who were laid off and on the reemployment list (by seniority).
- B. Employees who took PT and PTA positions in the registry in lieu of layoff (by seniority).
- C. Employees who transferred to another facility in lieu of layoff (by seniority).

This first right of return will be in effect for 12 months from August 29, 2013.

5. Relocation Assistants

This Relocation Assistance is provided to PDC CAPT 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 CAPT employees who remain in a different position at PDC.

This Relocation Assistance provision is effective upon ratification by the State. This benefit begins June 26, 2013, and terminates upon the establishment of the reemployment list for each CAPT 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.

5. 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.

5. 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.

6. CTO, Excess Time, Holiday Time, Personal Leave and Vacation/annual Leave Cash Out

Upon request of the PDC 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 PDC 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.

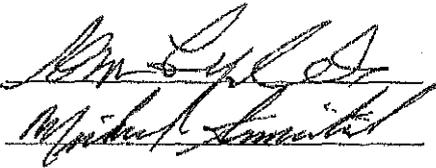
Employees who voluntarily report to their new location within DDS will have the option to cash out no fewer than 40 hours vacation/annual leave credits, but no more than 80 hours. Vacation/annual leave payout will be made three (3) weeks prior to the effective reporting date at the new DDS location.

7. Dispute Resolution

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

California Association of
Psychiatric Technicians

State Employer





SEIU Porterville

**AGREEMENT REACHED BETWEEN THE STATE OF CALIFORNIA AND
SEIU LOCAL 1000
CONCERNING
DEPARTMENT OF DEVELOPMENTAL SERVICES
PORTERVILLE DEVELOPMENTAL CENTER STAFFING REDUCTION**

1. RELOCATION ASSISTANCE

This Relocation Assistance is provided to Porterville Developmental Center (PDC) 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.

This benefit begins July 10, 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, IDL, SDI 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.

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

Upon request of the PDC 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 PDC 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.

4. LEAVE TIME

Affected employees shall be permitted to utilize any outstanding furlough, involuntary personal leave time and/or professional development time prior to their effective date of layoff.

In the event an affected employee has approved vacation/annual leave time scheduled prior to the date of layoff, the employee may substitute furlough, involuntary personal leave time and/or professional development time for vacation and/or personal leave time.

5. JOB SEARCH TIME

All impacted employees will be permitted reasonable official business time, with prior supervisory approval, to attend programs related to retirement and employment options presented at PDC; attend state-sponsored job interviews or job fairs; and research and apply for open positions in the Porterville Staff Library.

Employees will be allowed to use state equipment to research and apply for positions; a staff person is available to assist employees who are unfamiliar with using the internet and the process.

6. SEIU MEETING

During the 10 day time period in which employees have to select their options, SEIU will be provided with 2 days access to a room in order to meet with impacted employees regarding the employee's options worksheet. Employees will be permitted reasonable official business time with prior supervisory approval to meet with SEIU.

Local 1000 will be emailed a copy of the options letter the same day it is distributed to employees. Upon request by the employee, a Local 1000 steward or Local 1000 staff representative may attend the options meeting with the individual employee. When an employee or steward attends an options meeting, they shall be on official business time.

7. SERVICE ASSISTANT (CUSTODIAN)

Service Assistant (Custodian) impacted by layoff shall be provided the option of selecting to return to PDC after being laid off. This selection will be for a limited term intermittent basis, up to 24 months, in the Service Assistant (Custodian) staff registry. These employees must select this option on their "options worksheet". If an employee does not select this option they will not be placed in the limited term intermittent staff registry and will be subject to layoff.

Prior to July 29, 2013, Local 1000 and management will meet regarding the implementation of the registry process.

8. POST AND BID

No less than 30 days prior to the layoff date of August 29, 2013, PDC will notice the union on the need to meet regarding post and bid assignments associated with custodial services provided by environmental services.

9. TERM OF AGREEMENT

The agreement and all of its provisions expire when SEIU Local 1000 employees impacted by the 2013 PDC staffing reductions have either accepted a position in another DDS facility, another State department, 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).

10. ENFORCEMENT

In the event of a dispute regarding this agreement, the parties will utilize the grievance procedure as described in Article 6 of the current Memorandum of Understanding between SEIU Local 1000 and the State of California.

STATE:

SEIU:

Scott Key 7/17/13
Maureen B...

[Signature]
Quendro Singh
[Signature]
Genet Sess Medema
[Signature]
Evangelina Sencelo
Jessica Fullman