



CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

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Governor Edmund G. Brown Jr.
Secretary, Government Operations Agency Marybel Batjer
Director Richard Gillihan
Acting Chief Deputy Director Pam Manwiller

October 28, 2014

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 7, California Statewide Law Enforcement Association (CSLEA), Memorandum of Understanding: Department of Correctional Health Care Services, Lanterman Developmental Center Closure

This is to inform you that the Department of Human Resources (CalHR) has recently reached a Tentative Agreement with Bargaining Unit 7, CSLEA regarding the continued closure of the Lanterman Developmental Center.

This addendum is similar to past addenda reviewed by the Joint Legislative Budget Committee addressing the layoff process at the Lanterman facility. The agreement again provides relocation assistance, leave cash out, time off, and other conditions for employees affected by the closure. The addendum will require the expenditure of funds however; this expenditure was previously approved by the Legislature as part of the Budget Act.

This agreement is temporary and will expire when all CSLEA employees at the Lanterman Developmental Center have either accepted another position, been laid off, or otherwise separated from state service.

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 Jodi LeFebre, Legislative Coordinator at (916) 327-2348.

Sincerely,

Richard Gillihan, Director
California Department of Human Resources

Attachment

cc: Members, Joint Legislative Budget Committee

Peggy Collins, Principal Consultant
Joint Legislative Budget Committee

Camille Wagner, Legislative Affairs Deputy
Office of Governor Edmund G. Brown Jr.

Mac Taylor, Legislative Analyst
Office of the Legislative Analyst

Nancy Farias, Deputy Secretary for Legislation
Government Operations Agency

ecc:

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

Nick Schroeder, Consultant
Office of the Legislative Analyst

Erika Li, Asst. 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
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Seren Taylor, Staff Director
Senate Republican Fiscal Office

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Anthony Archie, Consultant
Assembly Republican Fiscal Office

Eric Swanson, Staff Director
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Maureen Ortiz, Consultant
Senate Appropriations Committee

Geoff Long, Chief Consultant
Assembly Appropriations Committee

Joel Tashjian, 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

Pam Manwiller, Chief
Labor Relations, CalHR

Stephen Booth, LR Officer
Labor Relations, CalHR

Alene Shimazu, Chief
Fiscal Analysis, CalHR

**AGREEMENT REACHED BETWEEN THE STATE OF CALIFORNIA AND
CALIFORNIA STATEWIDE LAW ENFORCEMENT ASSOCIATION (CSLEA)**

BARGAINING UNIT 7 (BU 7)

CONCERNING

DEPARTMENT OF DEVELOPMENTAL SERVICES

LANTERMAN DEVELOPMENTAL CENTER CLOSURE

1. RELOCATION ASSISTANCE

Relocation Assistance shall be provided to Lanterman Developmental Center (LDC) employees in BU 7 who relocate to another vacant 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 September 1, 2014 and terminates (by classification) upon the establishment of the re-employment list for each CSLEA 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.

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

2. ADVANCE AGAINST RELOCATION ASSISTANCE

An employee who has accepted a VACANT 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) dollars, less required deductions and/or taxes.

Failure to report on the specified 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) 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 a position 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 allowance under any provision of the Unit 7 MOU or provisions of Government Code Section 19841 and 418842, CalHR regulation 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 and Excess Time to a

zero balance three (3) weeks prior to the effective reporting date to the new work site.

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 made three (3) weeks prior to the effective reporting date at the new DDS location.

5. SROA/SURPLUS and REEMPLOYMENT RIGHTS

Unit 7 employees who are not placed by the above provisions (s) will have SROA/Surplus status in increments up to a maximum of 120 calendar days per SROA/Surplus policy and procedure manual.

6. TERM OF AGREEMENT

The agreement and all of its provisions expire when all CSLEA employees at LDC have either accepted a vacant 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 Resource (CalHR).

STATE:

CSLEA:

[Signature]

[Signature] 9/25/14
DAVID DE LA RIVA
SUPERVISOR LEGAL COUNSEL

[Signature]

[Signature]

[Signature]

