

**Agreement between California Association of Psychiatric Technicians and
the Department of Developmental Services
Community State Staff Agreement**

The California Association of Psychiatric Technicians (CAPT), the Department of Developmental Services (DDS) and the California Department of Human Resources (CalHR) met and conferred on July 22, 2015 regarding the continuation of the Community State Staff Program. This agreement supersedes any prior agreement reached with regards to Community State Staff.

This agreement is entered in accordance with DDS's obligation to administer Welfare and Institutions Code – WIC 4474.2. Specifically WIC 4474.2 states in part, "Notwithstanding any other law, the department may operate any facility, provide its employees to assist in the operation of any facility, or provide other necessary services and supports if, in the discretion of the department, it determines that the activity will assist in meeting the goal of successfully transitioning developmental center residents to community living or deflecting the admission of individuals with developmental disabilities to a developmental center, an institution for mental disease, an out-of-state placement, a general acute care hospital, or an acute psychiatric hospital. The department may contract with any entity for the use of the department's employees to provide services and supports in furtherance of this goal."

Hiring Process

1. Prior to the final filing date of applications, DDS will schedule an orientation with the contracted agency to allow employees an opportunity to ask questions. This orientation will be attended on state time with supervisor's approval and shall not be unreasonably denied. A response from the supervisor will be provided within five (5) working days.
2. All Community State Staff Program (CSS) assignment opportunities will be posted as a Job Opportunity Bulletins (JOB) in a prominent place on the units and advertised via email with a link to view the duty statement for the posted community job. All notices will be posted for no less than ten (10) calendar days.
3. Candidates offered a CSS assignment will have a reasonable amount of state time, with supervisor's approval and shall not be unreasonably denied to visit the new job site, meet the supervisor and talk to other people who work there. A response from the supervisor will be provided within five (5) working days.
4. The JOB will specify:
 - the assignment
 - minimum and desirable qualifications
 - work location(s)
 - hours of work
 - shift
 - time-base

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- organization structure
 - days off and rotation pattern and cycle
 - the deadline to submit an application
 - where applications must be submitted
5. Selection will be based on a competitive interview. The panel will include a representative from the Community Contractor and a representative from DDS/ Developmental Center /Community Facility. All interviews will utilize patterned questions which have been reviewed and approved by the EEO and Personnel Officer. Applicants will be ranked using pre-established criteria. DDS will recommend that if one or more employee has the same score the more senior employee will be offered the assignment.
 6. Employees may request and receive feedback on their interview to help them prepare for future interviews for other jobs in the community.
 7. For any staff who transfer to the CSS, the name, classification, and location of employment will be provided to the applicable BU by DDS.

Terms of the Assignment

It is understood by all parties that assignment to CSS program is done as a separate and distinct function from the developmental centers. Employees who accept a CSS vendor position are no longer employed at the Developmental Center and shall retain State civil service status. Employees accepting these positions are on special assignment to the community in which the vendor resides and are designated to the CSS Program.

1. Selected employees are post probation internal transfers within the DDS and will remain in their current classification and retain their permanent civil service status and benefits when they are assigned to the CSS.
2. Employees will 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 Community Contractor.
3. Disputes are subject to the provisions of the terms of the Bargaining Unit 18 contract.
4. The CSS Regional Supervisor is recognized as the first level of supervision to address matters regarding the application of the collective bargaining agreements.
5. All approved leave, vacation and accrued time remains with the employee.
6. Selected employees will follow the hiring process guidelines and requirements of the Community Contractor. The guidelines shall not conflict with the Bargaining Unit 18 contract.

7. The employee's assigned work location will be determined by where the employee spends a predominate amount of their work time (CalHR Rule 599.616). Any per diem or mileage will be based upon this location.
8. Full time CSS employees will not be allowed to work overtime at the Developmental Center /Community Facility.
9. CSS assignments are exempt from post & bid.
10. If a full time employee accepts a CSS assignment in the community of less than full time, the employee will have the option to augment their hours at the Developmental Center /Community Facility in order to retain their full time status. The CSS employee will not be allowed to work hours that would incur overtime at the Developmental Center /Community Facility.
11. If a full time employee accepts a CSS assignment in the community of less than full time and chooses not to augment their hours at the Developmental Center /Community Facility, their time base will be changed. The CSS employee will not be allowed to work overtime at the Developmental Center /Community Facility.
12. Termination of the assignment, by the employee or Community Contractor, requires a minimum of 30 calendar day written notice, unless the parties mutually agree to a different date.
13. If an employee who is in a current CSS assignment chooses to accept a new CSS assignment, the terms and conditions of the new assignment will supersede.
14. Continued community employment is contingent upon funding for the program in the annual State budget for DDS.

Supervision

1. DDS will consult and review clinical and employment practices.
2. Supervision, performance appraisals, and updated duty statements will be completed by DDS in collaboration with the Community Contractor.
3. All employee evaluations and discipline shall be conducted by a DDS supervisor.

Employment Options

1. If employment in the community discontinues (through employee, Community Contractor -including Regional Centers, DDS notice or discontinuation of funding), and a vacant permanent position within their classification is available, the employee will be given the option to exercise the right of first refusal at any DDS facility for the thirty (30) calendar day notice period. If more than one employee returns at the same time, the right of first refusal of a position will be based on state service seniority. If an assignment

requires a change in residence, the employee will be provided notice in accordance with the MOU.

Within the 30 calendar day notice period, if no vacant permanent position within their classification is available the employee will be given the option to:

- A. Have the right to laterally transfer or demote to another classification that he/she meets the minimum qualifications for, and exercise the right of first refusal to any such vacant funded permanent position advertised at any DDS facility . If more than one employee returns at the same time, the right of first refusal will be based on state service seniority. If an assignment requires a change in residence, the employee will be provided notice in accordance with the MOU.
 - B. If the employee does not exercise the right to laterally transfer or demote, the employee will be placed at the discretion of the Department in a position that is at, or within lateral transfer range, if the employee meets the minimum qualifications of the classification, at a developmental center, community facility, or headquarters office. If an assignment requires a change in residence, the employee will be provided notice in accordance with the MOU. If the employee does not report to the new assignment as required, the employee will be considered to have voluntarily resigned.
 - C. Employees who are required to change their assignment (are involuntarily transferred), which require a change in residence, will receive relocation benefits consistent with the MOU.
2. Employees in the CSS Program will retain the same right to take examinations as any other state employee. The right to take exams includes the ability to compete for other CSS Program assignments and DDS promotional.

Reopener

DDS or CAPT may decide to reopen this agreement with a fifteen (15) day notice. This reopener can include and is not limited to changes in the vendor contracts, changes in the Department's organization, and the Developmental Centers status.

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