12:09 pm
3/29/17

**Management Counter Proposal**
**Agreement between American Federation of State, County, & Municipal Employees (AFSCME) and the Department of Developmental Services (DDS), Fairview Developmental Center (FDC) Retention Incentive**

1. Effective July 1, 2016, newly hired and current FDC employees are eligible to accrue a Retention Incentive stipend.

2. For each full quarter worked during the fiscal year 2016/2017 employees will accrue two hundred and fifty dollars ($250).

3. Effective July 1, 2017, each employee will accrue five hundred dollars ($500) per full quarter worked.

4. Employees shall not accrue more than six thousand dollars ($6,000) for the period of July 1, 2016 through December 31, 2021 or closure, whichever comes first.

5. Employees are eligible to be paid the accrued Retention Incentive stipend as follows:

    a. The accrued Retention Incentive stipend earned as of December 31, 2017 will be paid in January 2018, or the first month following the current June 29, 2016 census of two hundred and twenty-two (222) residents (total population) at FDC decreases by 50%, whichever occurs first.

    b. The accrued Retention Incentive stipend earned after payment under section 5 (a) above will be paid upon separation from DDS, if that separation occurs after December 31, 2017. Separation includes retirement, layoff, transfer to another State department, or voluntary separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of transfer.

~~Employees are eligible to be paid the accrued Retention Incentive stipend upon separation from DDS, if that separation occurs after December 31, 2017, or when the current June 29, 2016 census of two hundred and twenty-two (222) residents (total population) at FDC decreases by 50%, whichever occurs first. Separation includes retirement, layoff, transfer to another State department, or voluntary~~



3/29/17

~~separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of transfer.~~

6. Employees forfeit the accrued Retention Incentive stipend if they separate from DDS before December 31, 2017, or before ~~if~~ the current June 29, 2016 census of residents (total population) at FDC decreases by 50%, whichever occurs first. Employees will not forfeit the accrued Retention Incentive stipend if they are laid off before December 31, 2017. Employees will be paid the accrued Retention Incentive stipend up to the date of layoff.

7. For the purpose of the Retention Incentive stipend, a full quarter is January through March, April through June, July through September and October through December of each calendar year in which an employee has physically worked a minimum of eleven (11) work days during each month of the full quarter.

8. Employees working less than full time shall be eligible to accrue the Retention stipend according to their time base.

9. Employees who are terminated by the Department or who are AWOL separated forfeit any and all accrued stipend. Non-punitive separations are not considered a termination.

10. Employees who receive ~~an~~ sustained adverse action during the accrual period forfeit the accrued stipend for the quarter during the month of the effective dates of the sustained adverse action.

11. Under no circumstances will an employee receive duplicate payment for a full quarter in which he/she has already received payment. If an employee separates from FDC and is paid for the accrued Retention Incentive stipend and the employee subsequently returns to FDC, or any other Developmental Center receiving a Retention Incentive stipend, the employee may begin accruing the Retention Incentive stipend effective as of the return date.

12. The Retention Incentive stipend is not PERSable and does not count towards compensation for the purposes of retirement.

13. This agreement expires upon the closure of the FDC.

TA'd

| STATE | AFSCME |
|---|---|
| 3/29/17 @ 12:11pm | |
| Candace Munch | |
| | |

12:08 pm
3/29/17

**Management Counter Proposal**
**Agreement between American Federation of State, County, & Municipal Employees (AFSCME) and the Department of Developmental Services (DDS), Sonoma Developmental Center (SDC)**
**Retention Incentive**

1. Effective July 1, 2016, newly hired and current SDC employees are eligible to accrue a Retention Incentive stipend.

2. For each full quarter worked during the fiscal year 2016/2017 employees will accrue two hundred and fifty dollars ($250).

3. Effective July 1, 2017, each employee will accrue five hundred dollars ($500) per full quarter worked.

4. Employees shall not accrue more than six thousand dollars ($6,000) for the period of July 1, 2016 through December 31, 2018 or closure, whichever comes first.

5. Employees are eligible to be paid the accrued Retention Incentive stipend as follows:

    a. The Accrued Retention Incentive stipend earned as of December 31, 2017 will be paid in January 2018, or the first month following the current June 29, 2016 census of three hundred and forty-eight (348) residents (total population) at SDC decreases by 50%, whichever occurs first.

    b. The Accrued Retention Incentive stipend earned after payment under Section 5 (a) above will be paid upon separation from DDS, if that separation occurs after December 31, 2017. Separation includes retirement, layoff, transfer to another State department, or voluntary separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of transfer.

~~Employees are eligible to be paid the accrued Retention Incentive stipend upon separation from DDS, if that separation occurs after December 31, 2017, or when the current June 29, 2016 census of three hundred and forty eight (348) residents (total population) at SDC decreases by 50%, whichever occurs first. Separation includes retirement, layoff, transfer to another State department, or voluntary~~

3/29/17

~~separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of transfer.~~

6. Employees forfeit the accrued Retention Incentive stipend if they separate from DDS before December 31, 2017, or before ~~if~~ the current June 29, 2016 census of residents (total population) at SDC decreases by 50%, whichever occurs first. Employees will not forfeit the accrued Retention Incentive stipend if they are laid off before December 31, 2017. Employees will be paid the accrued Retention Incentive stipend up to the date of layoff.

7. For the purpose of the Retention Incentive stipend, a full quarter is January through March, April through June, July through September and October through December of each calendar year in which an employee has physically worked a minimum of eleven (11) work days during each month of the full quarter.

8. Employees working less than full time shall be eligible to accrue the Retention stipend according to their time base.

9. Employees who are terminated by the Department or who are AWOL separated forfeit any and all accrued stipend. Non-punitive separations are not considered a termination.

10. Employees who receive ~~an~~ sustained adverse action during the accrual period forfeit the accrued stipend for the quarter during the month of the effective dates of the sustained adverse action.

11. Under no circumstances will an employee receive duplicate payment for a full quarter in which he/she has already received payment. If an employee separates from SDC and is paid for the accrued Retention Incentive stipend and the employee subsequently returns to SDC, or any other Developmental Center receiving a Retention Incentive stipend, the employee may begin accruing the Retention Incentive stipend effective as of the return date.

12. The Retention Incentive stipend is not PERSable and does not count towards compensation for the purposes of retirement.

13. This agreement expires upon the closure of the SDC.

STATE: 3/29/17 @ 12:11pm TA'd

Candace Munch

AFSCME

12:10 pm
3/29/17

**Management Counter Proposal**
**Agreement between American Federation of State, County, & Municipal Employees (AFSCME) and the Department of Developmental Services (DDS), Porterville Developmental Center (PDC), General Treatment Area (GTA)**
**Retention Incentive**

1. Effective July 1, 2016, newly hired and current PDC, GTA employees in positions subject to the GTA closure and layoffs are eligible to accrue a Retention Incentive stipend.

2. For each full quarter worked during the fiscal year 2016/2017 employees will accrue two hundred and fifty dollars ($250).

3. Effective July 1, 2017, each employee will accrue five hundred dollars ($500) per full quarter worked.

4. Employees shall not accrue more than six thousand dollars ($6,000) for the period of July 1, 2016 through December 31, 2021 or closure, whichever comes first.

5. Employees are eligible to be paid the accrued Retention Incentive stipend as follows:

    a. The accrued Retention Incentive stipend earned as of December 31, 2017 will be paid in January 2018, or the first month following the current June 29, 2016 census of one hundred and fifty (150) residents (total population) at PDC, GTA decreases by 50%, whichever occurs first.

    b. The accrued Retention Incentive stipend earned after payment under Section 5 (a) above will be paid upon separation from DDS, if that separation occurs after December 31, 2017. Separation includes retirement, layoff, transfer to another State department, or voluntary separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of transfer.

3/27/17

3/29/17

c. Employees initially identified as eligible to accrue the Retention Incentive stipend then subsequently not subject to layoff will not be required to forfeit Retention Incentive stipend monies received under Section 5 (a) above.

~~Employees are eligible to be paid the accrued Retention Incentive stipend upon separation from DDS, if that separation occurs after December 31, 2017, or when the current June 29, 2016 census of one hundred and fifty (150) residents (total population) at PDC, GTA decreases by 50%, whichever occurs first. Separation includes retirement, layoff, transfer to another State department, or voluntary separation. If an employee transfers to another Developmental Center which is accruing a Retention Incentive stipend the employee will continue to accrue the Retention Incentive stipend, according to that Center's agreement. If an employee transfers to another Developmental Center, PDC Secured Treatment Area, or a Community Facility that is not receiving the Retention Incentive stipend, the employee will be paid the accrued Retention Incentive stipend accrued up to the date of transfer.~~

6. Employees forfeit the accrued Retention Incentive stipend if they separate from DDS before December 31, 2017, or before if the current June 29, 2016 census of residents (total population) at PDC, GTA decreases by 50%, whichever occurs first. Employees will not forfeit the accrued Retention Incentive stipend if they are laid off before December 31, 2017. Employees will be paid the accrued Retention Incentive stipend up to the date of layoff.

7. For the purpose of the Retention Incentive stipend, a full quarter is January through March, April through June, July through September and October through December of each calendar year in which an employee has physically worked a minimum of eleven (11) work days during each month of the full quarter.

8. Employees working less than full time shall be eligible to accrue the Retention stipend according to their time base.

9. Employees who are terminated by the Department or who are AWOL separated forfeit any and all accrued stipend. Non-punitive separations are not considered a termination.

10. Employees who receive an sustained adverse action during the accrual period forfeit the accrued stipend for the quarter during the month of the effective dates of the sustained adverse action.

11. Under no circumstances will an employee receive duplicate payment for a full quarter in which he/she has already received payment. If an employee separates from PDC, GTA and is paid for the accrued Retention Incentive stipend and the employee subsequently returns to PDC, GTA, or any other Developmental Center receiving a Retention Incentive stipend, the employee may begin accruing the Retention Incentive stipend effective as of the return date.

12. The Retention Incentive stipend is not PERSable and does not count towards compensation for the purposes of retirement.

13. This agreement expires upon the closure of the PDC GTA.

| STATE | AFSCME |
| --- | --- |
| 3/29/17 @ 12:11pm JA'd | |
| Candace Munch | |
| | |