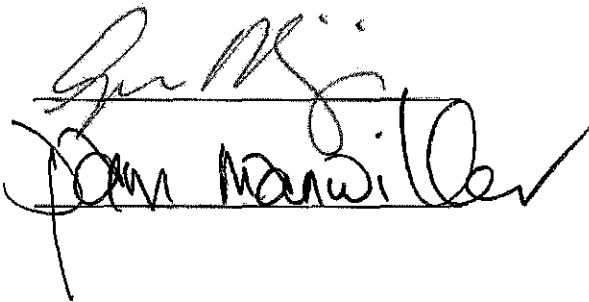


**Agreement between California Association of Professional Scientists
and the Department of Developmental Services (DDS),
Fairview Developmental Center (FDC)
Retention Incentive**

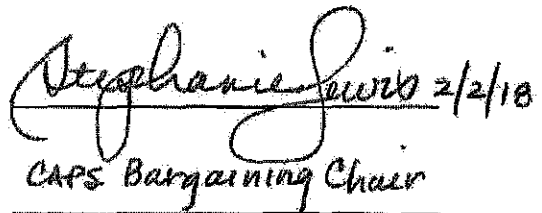
1. Effective July 1, 2016, newly hired and current FDC employees are eligible to accrue a Retention Incentive stipend.
2. For each full quarter worked during the fiscal year 2016/2017 employees will accrue two hundred and fifty dollars (\$250).
3. Effective July 1, 2017, each employee will accrue five 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 February 2018.
 - b. The accrued Retention Incentive stipend earned after payment under Section 5 (a) above will be paid upon separation from DDS. 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.
6. 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.

7. Employees working less than full time shall be eligible to accrue the Retention stipend according to their time base.
8. Employees who are terminated by the Department or who are AWOL separated forfeit any and all accrued stipend.
9. Employees who receive a sustained adverse action during the accrual period forfeit the accrued stipend during the month of the effective date of the adverse action.
10. 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.
11. The Retention Incentive stipend is not PERSable and does not count towards compensation for the purposes of retirement.
12. This agreement expires upon the closure of the FDC.

STATE


Jim Manville

CAPS


Stephanie Lewis 2/2/18
CAPS Bargaining Chair