REALIGNMENT SIDE LETTER AGREEMENT

This agreement is a Side Letter to the current Memorandum of Understanding (contract or MOU), effective through July 1, 2013, entered into by the State of California (State or State Employer) and the Service Employees International Union (SEIU) Local 1000 (Union). The purpose of this Side Letter is to assist in effectuating Realignment, as mandated in AB 109 and related legislation, and to continue to promote harmonious labor relations between the State and the Union.

WHEREAS reaching a negotiated agreement on labor issues related to Realignment will save both time and money as opposed to utilizing the typical layoff process;

WHEREAS this agreement honors the principle of seniority and the ability to bid to vacant positions throughout the State;

WHEREAS this agreement enables employees to have more control over where they may end up working during the Realignment process; and

WHEREAS this negotiated agreement provides employees with the opportunity to make decisions regarding their employment sooner.

Now, therefore, the State Employer and the Union do hereby agree as follows:

1. **Supersession**: In reaching agreement on this Side Letter, the parties agree and confirm that they have, through negotiation, superseded any and all (1) supersedable layoff statutes, including sections of the Government Code, (2) Department of Personnel Administration rules or regulations, (3) provisions of the DPA Layoff Manual, and/or (4) articles of the parties' contract that are in conflict with the terms and conditions of this Side Letter.

2. **Term**: The State Employer shall notice the Union of the final wave that will be initiated by Realignment. This Side Letter shall expire 120 days after the completion of said final wave. As such, this Side Letter may continue beyond the term of the parties' current contract (i.e., beyond July 1, 2013). However, the term shall be extended to cover the commitments in "Leave Banks" in paragraph 22 and the Dispute Resolution procedure herein shall cover disputes concerning the interpretation or application of that paragraph.

3. **Dispute Resolution**: Any dispute regarding the interpretation, application or alleged violation of this Side Letter shall be subject to the grievance and arbitration procedure of the parties' current contract. However, the following provisions shall apply and prevail if inconsistent with that procedure.

TA 9-27-11

TA 8:31 pm 9-27-11

a. **Expedited Grievances**

~~The parties agree that all alleged violations of the "Realignment" agreement shall be filed~~ at step three (3) of the grievance procedure.

All other timelines shall apply to the grievance except the following:

i. Within fifteen (15) calendar days after receipt of the appealed grievance, the Director of the DPA or designee shall respond in writing to the grievance.
ii. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the State fails to respond to the request or the parties cannot mutually agree upon an arbitrator within ten (10) calendar days after the request to select an arbitrator has been served, the Union may request the State Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within ten (10) calendar days after receipt of the panel of arbitrators from the State Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have five (5) business days to meet and alternately strike names until only one (1) name remains and this person shall be the arbitrator. If the State or Union fails to meet and strike names, the other party shall select an arbitrator from the list.
iii. Nothing in this agreement shall supersede the SEIU MOU section 10.30 relating to health and safety grievances.

b. **Expedited Arbitration**

The parties agree that all alleged violations of the "Realignment" agreement shall be subject to the following expedited arbitration process:

i. The arbitrator shall hear and decide as many grievances as can reasonably be presented in a normal work day.
ii. No post hearing briefs unless agreed to by the parties.
iii. If there is no agreement as to post hearing briefs, each party shall present an oral summation of its position and the arbitrator shall issue a bench decision on each grievance. Thereafter, at the request of either party, the arbitrator shall provide the parties with a written decision.
iv. If the parties agree to post hearing briefs, the arbitrator shall issue a decision no later than 60 (sixty) days after receipt of the parties' post-hearing briefs.
v. Either party may request that the expedited arbitration be conducted with a court reporter. The requesting party shall bear the cost of the reporter.

c. **Institutional Grievances**

The parties agree that alleged violations of the "Realignment" agreement that occur on a statewide basis, or where the Union is the grievant, shall not be subject to the expedited

arbitration process described above. Such institutional grievances shall be subject to the following procedures:

i. SEIU Local 1000 shall send a grievance letter to the DPA Director, with a copy to the DPA Chief Counsel.

ii. Within five (5) calendar days after receipt of the grievance letter, either party may request a meeting regarding the grievance. If a request to meet is timely made, the parties must meet within ten (10) calendar days of the request.

iii. Within ten (10) calendar days after receipt of the grievance letter, the Director of the DPA or designee shall respond in writing to the grievance letter.

iv. Within fifteen (15) calendar days after receipt of DPA's response, the Union shall have the right to submit the grievance to arbitration. Within fifteen (15) calendar days after the notice requesting arbitration has been served on the State, the Union shall contact the State to mutually select an arbitrator. If the State fails to respond to the request or the parties cannot mutually agree upon an arbitrator within ten (10) calendar days after the request to select an arbitrator has been served, the Union may request the State Mediation and Conciliation Service to submit to both parties a panel of nine (9) arbitrators. Within ten (10) calendar days after receipt of the panel of arbitrators from the State Mediation and Conciliation Service, the Union shall contact the State in writing and request to strike names from the panel. The parties shall have five (5) business days to meet and alternately strike names until only one (1) name remains and this person shall be the arbitrator. If the State or Union fails to meet and strike names, the other party shall select an arbitrator from the list.

v. If there is a disagreement over whether the grievance is an institutional or expedited grievance, the arbitrator shall first decide whether the grievance is an institutional grievance or an expedited grievance.

vi. A court reporter shall be used for any institutional grievances.

vii. No post hearing briefs unless agreed to by the parties.

viii. If there is no agreement as to post hearing briefs, each party shall present an oral summation of its position. The arbitrator shall issue a decision thirty (30) days after receipt of the transcript.

ix. If the parties agree to post hearing briefs, the arbitrator shall issue a decision no later than thirty (30) days after receipt of the parties' post-hearing briefs.

d. If any provision in this agreement is in conflict with the MOU, this agreement shall control.

e. Nothing in this agreement shall supersede the SEIU MOU section 10.30 relating to health and safety arbitrations.

4. **Suspension of Contractual Transfer Process**: Transfers pursuant to the contract shall be suspended during this Realignment process that provides opportunities for lateral ~~transfer. This shall not include hardship transfers.~~

5. **Seniority Scores**: Because all bargaining unit members have already been provided their seniority scores, as well as had the opportunity to challenge those scores, there shall be no further thirty (30) day seniority score challenges during Realignment layoffs. Commencing with the second (2nd) wave, after SROA notices are received, employees shall have fourteen (14) calendar days in which to provide additional information related to their seniority scores (i.e., challenges).

6. **Communication**: The Union shall have 48 hours from the time of receipt to review and provide comment on each of CDCR's draft Realignment communications meant for employees.

7. **Options Discussions for Transfer**

   Employees shall have access to a state created video explaining the bid and transfer process and answering FAQs and can utilize the 800 hotline for assistance (from 7:00 am to 5:00 pm Monday through Friday) using State equipment during his/her regularly scheduled shift at the worksite. A Union Representative may be on the line, at the employee's option, so long as his/her presence is announced.

8. **Distribution of Workforce/Layoff**: Each Realignment wave will be based on a determination of overages and vacancies in staffing. Surplus employees will be given State Restriction of Appointment (SROA) notices although actual layoffs may be mitigated through the Voluntary Transfer Process at the beginning of each Realignment wave.

9. **Voluntary Transfer Process**:

   (1) Prior to sending out any transfer options worksheets, the California Department of Corrections and Rehabilitation (CDCR) shall first publish statewide information regarding locations that have overages and vacancies by classification. This information will be made available on the internet, intranet and in a designated area at each worksite.

   (2) Also prior to sending out any transfer options worksheets, CDCR shall post name, classification and seniority scores by county on the internet, intranet and at in a designated area at each worksite.

   (3) Voluntary transfers may be requested by any employee working in a county with any overage in that employee's designated classification. All vacancies in the State in that classification shall be made available for such transfer request.

   (4) By the designated deadline, employees shall opt in or opt out of the voluntary transfer process in writing by filling out the form(s) (e.g.,

transfer options worksheets) provided by CDCR. An employee opting in shall indicate interest in available vacancies and rank his/her chosen vacancies in order of preference on the transfer options worksheet. Employees shall have ten (10) calendar days from the date of postmark to complete **and return** the required transfer options worksheet. Responses may be sent via facsimile, email (scanned) or mail. Late response shall not be accepted or processed.

(5) On the transfer form(s), CDCR shall communicate to employees that, although this Voluntary Transfer Process allows employees with the opportunity to transfer out of county sooner, depending upon demotional bumping and one's seniority score, an employee theoretically still could be laid off at the conclusion of the SROA/layoff process and/or permanently involuntarily transferred within an impacted county.

(6) All requests for voluntary transfer shall be awarded based upon statewide seniority.

(7) CDCR shall calculate the transfer awards and communicate a start date. After receiving a transfer date, an employee may be granted a change in the report date by agreement of the releasing worksite and the receiving worksite.

(8) No relocation shall be paid for such voluntary transfers.

10. **SROA/Layoff Process**:

(1) After the Voluntary Transfer Process, the amount of overages and vacancies will be recalculated by county.

(2) The area of layoff shall be county-wide.

(3) Those with the lowest seniority within the county shall be subject to the SROA/layoff process.

(4) Employees are able to pursue out of county opportunities through the SROA process.

(5) However, there shall be no comparable classifications or out of county placement offered in the layoff options process.

(6) Layoffs within CDCR: Layoffs shall occur by inverse seniority within the impacted county/counties. The least senior employees who are subject to ~~layoff shall receive a thirty (30) day written notice of the effective date of~~ their layoff.

(7) Transfer within CDCR: Once the layoff process is completed and where overages still remain, employees may be involuntarily transferred. Involuntary transfers shall occur by inverse seniority. An employee may be granted a change in his/her report date by agreement of the releasing worksite and the receiving worksite. There shall be no relocation, mileage or other travel reimbursement paid in association with such involuntary transfers, except as otherwise provided herein.

(8) Those who do not comply with such permanent involuntary transfer shall be Absence Without Leave (AWOL) separated.

(9) Transfer to Another Department: After receiving a transfer to another department, an employee may be granted a change in the report date by agreement of the releasing hiring authority and the receiving hiring authority.

(10) There shall be no relocation remuneration for any other transfers or movement associated with this agreement.

11. **Waves**: After the first wave, the Voluntary Transfer and SROA/Layoff processes may occur at the same time.

12. **Temporary Redirections**

While the department is undergoing "Realignment" all redirections shall be made by requesting volunteers first and awarding the position to the highest senior employee interested. If there are no volunteers, then the department shall use inverse seniority to mandate the redirection.

All redirected employees shall be reimbursed for per diem and mileage in accordance with the contract. If the employee is not reimbursed within forty-five (45) days, s/he shall be given a check in the amount owed no later than the following business day.

At SEIU's request, the local institution/worksite shall meet on a quarterly basis with SEIU to review redirections of fourteen (14) days or more and attempt to resolve issues.

13. **Salary Advance**

Any CDCR employee who changes his/her residence and transfers pursuant to this agreement to another CDCR institution/work location shall be allowed the ability to request a salary advance pursuant to the State's policy and procedures. Employees who receive a salary advance shall repay the advance in full no later than the following pay period in which it was received. Such requests shall be made at least two (2) weeks prior to transfer, and honored no later than seven (7) days after the request is made.

14. **Pay Adjustments**

Any pay adjustment required by a transfer or placement in lieu of layoff shall not be made until the employee's scheduled report date.

15. **State Release for other State Employment**

After the voluntary bid and transfer process, all impacted employees who did not transfer and who received an SROA notice shall receive reasonable State release time to attend state-sponsored job interviews, job fairs, conduct research, and apply for open positions in other State agencies. Such requests shall not be unreasonably denied and any denials must be based on identified operational needs. Where there is State equipment available, the employee shall be allowed to use State equipment to conduct research.

16. **Release for Outside Employment**

After the voluntary bid and transfer process, impacted employees who did not transfer and who received a SROA notice may request and use his/her own leave credits to attend training in the community, including training sponsored by the One-Stop program. Requests to attend such trainings shall not be unreasonably denied; any denials must be in writing and based on identified operational needs.

17. **Options Training for Layoff**

All Employees potentially impacted by "Realignment" shall have access to State created videos and the 800 hotline (as referenced in paragraph 7) explaining the SROA and Layoff process.

Impacted institutions/work locations shall provide a dedicated meeting space and equipment for a minimum of two (2) days during each wave for employees potentially impacted by "Realignment" to use. While on duty, employees, with a supervisor's approval of reasonable release time, shall be able to utilize the equipment to place calls to the 800 hotline and to watch the State created videos. SEIU shall be notified of the impacted institutions/work locations proposed days to provide this equipment and union representatives shall be present on State release time to assist members.

18. **Realignment Impact Training**

The State shall facilitate meeting space for informational meetings at worksites and seminars at the request of the Union. Impacted employees shall be allowed two (2) hours during his/her regularly scheduled shift at the worksite to attend meetings or seminars during each wave.

19. **Orientation and Training**

Any impacted employee that transfers to another institution/worksite or has changes to his/her job duties in assignments shall be provided orientation and any required on-the-job training in his/her new position, including, but not limited to, New Employee Orientation and in-service training.

20. **Upward Mobility Plan**

In accordance with the applicable MOU, impacted employees may request to meet with their supervisor and shall jointly develop an upward mobility plan.

21. **Pre-approved Leaves**

Management shall honor any pre-approved leaves (paid and unpaid).

22. **Leave Banks**

During "Realignment," employees shall be given maximum discretion to utilize their outstanding Furlough, Personal Leave Program 2010 and Professional Development time. These requests shall be granted or denied in a timely manner.

For every request denied of an impacted employee (excluding PDD), the denied credits shall be used (if not already used) to extend an employee's time on the books after he/she physically separates. Such time may not be used to earn any leave credits/health benefits/retirement credits or the like. That is, such time shall not count as a qualifying pay period.

23. **20/20 Program**

Any impacted employee currently participating in the 20/20 program shall be allowed to continue to participate in the program regardless of any voluntary transfer, involuntary transfer or redirection.

24. **BU3 Personal Necessity Leave (PNL)**

Any Unit 3 represented employee who transfers into a different bargaining unit shall have his/her existing PNL converted to Vacation/Annual Leave. For purposes of this provision, each day of PNL shall be equivalent to eight (8) hours of Vacation/Annual Leave.

25. **Educational Leave**

A. Unit 3 members who transfer into any state classification shall retain all accrued educational leave but shall not be permitted to take educational leave unless the employee returns to an eligible position (eligible position is defined as a position that has accrued or currently accrues educational leave).

B. Employees who do not return to an eligible position shall have their educational leave converted to service credit upon retirement as provided in Government Code 20963.1. Employees who have been laid-off but are re-hired shall have their former educational leave balances restored, and shall have their educational leave converted to service credit upon retirement as provided in Gov. Code 20963.1.

26. **Transition from DAI to DJJ Academic Calendars**

A. If a CDCR-DAI teacher transfers to a DJJ position and this results in the employee working less than 220 days for this academic year, the employee shall be allowed to use accumulated leaves (excluding sick leave) to prevent a pay dock for the difference in days worked.

B. No employee shall be allowed to exceed the 220 days under this agreement. However, if a CDCR-DAI teacher transfers to a DJJ position and this results in the employee working more than 220 days in the academic year, the employee shall receive pay for these additional days at their normal daily rate. The additional pay shall not be used for retirement calculations.

C. If a CDCR-DAI teacher transfers to a DJJ position and has a planned, verifiable vacation that was scheduled during Faculty Days Off (FDO) of the employee's DAI Academic Calendar, this shall be considered an exceptional circumstance and the employee shall be allowed to use accumulated leaves (excluding sick leave) or dock to cover the absence.

27. **Transition from DJJ to DAI Academic Calendars**

A. If a CDCR-DJJ teacher transfers to a DAI position and this results in the employee working less than 220 days for this academic year, the employee shall be allowed to use accumulated leaves (excluding sick leave) to prevent a pay dock for the difference in days worked.

B. No employee shall be allowed to exceed the 220 days under this agreement. However, if a CDCR-DJJ teacher transfers to a DAI position and this results in the employee working more than 220 days in the academic year, the employee shall

receive pay for these additional days at their normal daily rate. The additional pay shall not be used for retirement calculations.

C. If a CDCR-DJJ teacher transfers to a DAI position and has a planned, verifiable vacation that was scheduled during FDO of the employee's DJJ Academic Calendar, this shall be considered an exceptional circumstance and the employee shall be allowed to use accumulated leaves (excluding sick leave) or dock to cover the absence.

28. **Bargaining Unit 3 Faculty Days Off**

A CDCR teacher that moves to a position not covered by an academic calendar shall have the right to use accumulated leaves (excluding sick leave) or dock to cover the absence on any Faculty Day Off on his/her prior calendar within six months of his/her move.

29. **Inmate Worker Supervision Pay**

Employees who currently receive Inmate Worker Supervision Pay (IWSP) shall be given priority consideration for a vacant position that qualifies to receive the IWSP. Management retains ultimate responsibility over facility assignments.

30. **Classification Differential**

Employees who currently receive the Personnel/Payroll Specialist or Senior Personnel/Payroll Specialist recruitment and retention differential, and who demote in lieu of layoff, shall be eligible for a prorated share of the differential for those months served.

31. **Recruitment and Retention – Avenal, Ironwood, Calipatria, Chuckwalla and Centinela State Prison**

The following shall apply to any impacted employee covered by the above Recruitment and Retention (R&R) differential who transfers via the layoff process:

A. If the employee transfers to a new classification or position in an institution covered by the above R&R differential, the employee shall continue to qualify for the R&R without interruption and without a change in the eligibility date.

B. If the employee transfers to a new classification or position in an institution not covered by the R&R differential, he/she shall be eligible for a prorated share for those months served.

32. **Retired Annuitants**

If any retired annuitant fills a bargaining unit position, that position is deemed a vacancy for purposes of transfer, layoff and reemployment placement.

33. **Merit Salary Adjustment**

~~Employees who do not change their classification shall not receive a new merit salary~~ anniversary date.

34. **Duty Statements**

Employees shall be provided their duty statements upon transfer or placement into a new position upon request and within ten (10) days.

35. **Probationary Period**

Employees impacted by voluntary transfer, involuntary transfer, redirection or demotion due to "Realignment" shall not serve a new probationary period. However, if an employee has not previously served probation in the classification, s/he may be required to serve a probationary period.

36. **Point of Contact for Agreement Implementation**

DPA shall provide one point of contact to deal with reopeners, violations, future impacts, grievances, or any other matters associated with this agreement governing "Realignment."

37. **Information Updates**

The State shall share the following information that it possesses with SEIU beginning November 1, 2011 and at least sixty (60) days, except as provided below, prior to the implementation of each wave. Whenever possible, the following information will be shared electronically:

A. Vacancy lists (lists shall include classification, county, facility, and unit);

B. Overage and Vacancy lists (lists shall include classification, county, institution/work location and unit); and

C. Final seniority scores will be posted thirty (30) days prior to the end of each wave.

The State shall share the following information beginning November 1, 2011:

A. Monthly update of all California State Departments partially or completely excluded from the hiring freeze;

B. Current staffing (placement listing) within thirty (30) days of the end of each wave of "Realignment"; and

C. Notice of "Realignment" announcements (these shall be forwarded to Yvonne Walker).

38. **Primary Demotion Patterns**: SEIU will review the provided demotional patterns and meet with DPA and CDCR to meet and confer about any demotional patterns that SEIU identifies as inaccurately reflecting the class series.

DPA or CDCR shall notice SEIU of any new classifications impacted by "Realignment" that have not had a primary demotional pattern identified yet. If SEIU identifies an inaccuracy with the class series, the parties shall meet to attempt to resolve any dispute(s).

39. **Layoff Progression**

Management shall make all efforts to avoid implementing overlapping waves of layoff. In the unlikely event that management must initiate an overlapping wave, it shall notify the union as soon as possible. SEIU shall have the right to meet and confer regarding the impacts of the wave, but the process shall not delay the implementation of the subsequent wave.

40. **Layoffs "Outside of Realignment"**

Any other CDCR layoff during Realignment shall be governed by this agreement.

41. **Per Diem**

Per Diem for Transfer over 50 miles only	Amount	Basic Duration	Duration for HDSP, CCC, PBSP & SVSP
Voluntary	$125	30 days	40 days
Involuntary	$90	22 days	N/A

42. **Administrative Time off (ATO)**

ATO for those who move within 6 months of his/ her report date	100-200 miles	200+ miles	400+ miles OR 100+ miles to move to HDSP, CCC, PBSP & SVSP
Voluntary	8 hours	16 hours	24 hours
Involuntary	8 hours	16 hours	N/A

43. **Reemployment Rights**

Employees who are laid off, retire in lieu of layoff, demote in lieu of layoff or who are geographically displaced more than fifty (50) miles shall receive general reemployment rights in their primary demotional patterns.

44. **Meet and Confer Triggers**

Nothing herein shall be deemed a waiver of the Union's right to receive notice, or meet and confer, regarding changes to any policy, legislation, law, rule, resolution, or regulation proposed to be adopted by the State directly relating to matters within the scope of representation.

At SEIU's reasonable request, DPA and CDCR shall meet with SEIU to discuss matters of institutional concern (e.g., staffing levels).

45. **Two Classes As One**

For purposes of this agreement, the classes with the class codes 2287 and 2290 shall, within or to the Division of Adult Institutions only, be treated as one class.

46. **New Demotional Pattern (CCRA)**

There shall be a new demotional pattern for Correctional Case Records Analyst, whereby they can demote to Correctional Case Records Technician. See the attached chart, which is hereby incorporated herein by reference.

SEIU:

T/A
9/27/11
8:31 pm

State Employer:

9-27-11