10-5-11

IUOE BU 12
REALIGNMENT SIDE LETTER
CONCEPTS/IDEAS

This agreement is a Side Letter to the current Memorandum of Understanding (contract), effective through July 1, 2012, entered into by the State of California (State or State Employer) and the International Union of Operating Engineers (IUOE) Bargaining Unit 12 (BU 12). 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.

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

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

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

This negotiated agreement provides employees with opportunity to make decisions regarding their employment sooner.

The State Employer and the Union enter the agreement 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In reaching agreement on this Side Letter, the parties agree and confirm that they have, through negotiation, superseded any and all (1) supersedable layoff statutes, including sections of the Government Code, (2) Department of Personnel Administration rules or regulations, (3)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 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, 2012).

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 unless specified as outlined below.

4. **Seniority Scores**: Because all bargaining unit members have already been provided their seniority scores (total State Service), as well as had the opportunity to challenge those scores, there shall be no further thirty- (30-) day seniority score challenges for Realignment layoffs. Commencing with the second

wave (2nd) 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).

5. **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.

6. **Voluntary Transfer Process**:

   (1) The California Department of Corrections and Rehabilitation (CDCR) shall publish statewide information regarding locations that have overages and vacancies by classification.

   (2) CDCR shall also post name, classification and seniority scores by county on the internet, intranet and at each work location.

   (3) Before offering vacancies as part of this process CDCR will first utilize section 17.1 (Post and Bid - Local Work Locations).

   (4) Voluntary transfers may be requested by any employee within 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.

   (5) By the designated deadline, employees shall opt in or opt out of the voluntary transfer process by filling out the form(s) provided by CDCR. For those that opt in, employees shall rank their transfer preferences. Employees shall have ten (10) calendar days from the date of postmark to complete and return the required form(s). Responses may be mailed, sent via facsimile or scanned and emailed. Late response shall not be accepted or processed.

   (6) 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.

   (7) All requests for voluntary transfer shall be awarded based upon total State Service [redacted] in accordance with the MOU.

   (8) CDCR shall calculate the transfer awards and communicate a start date. After receiving a transfer date, an employee may be granted

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a change in the report date by agreement of the releasing worksite and the receiving worksite.

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

7. **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 shall occur in accordance with inverse seniority within the impacted county/counties. The least senior employees who are subject to layoff shall receive 30-day written notice of the effective date of their layoff or the transfer report date as described below. An employee may be granted a change in the report date by agreement of the releasing worksite and the receiving worksite.

(7) Transfer within CDCR: Once the layoff process is completed, where overages still remain, the least senior employees shall be permanently, involuntarily transferred to a location within the county that still has vacancies. There shall be no relocation, per diem, mileage or other travel reimbursement paid in association with such involuntary transfers.

(8) Those who do not comply with the 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.

8. **Waves**: When CDCR is not in a wave of the realignment section 17.2 (Transfer From Outside the Local Work Location) will apply. After the first wave, the Voluntary Transfer and SROA/Layoff processes may occur at the same time.

9. **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.

10. **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.

11. **Pre-approved Leaves**

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

12. **Classification Differential**

Employees who currently receive a 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.

13. **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.

14. **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.

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15. **Retransfer Rights**

After realignment is completed, an employee who transfers from a county has a right of first refusal to return to that county. The employee must designate, on the job application, eligibility under this provision. Ties will be broken by seniority.

16. **Work Assignments**

With respect to section 18.3 (Work Assignments) violations the State shall utilize the Dispute Resolution process detailed in the DPA case No. 99-12-0067 Settlement dated January 25, 2005.

A. Grievance to be filed within ten (10) days

B. Department to respond shall respond within ten (10) days.

C. If the Union is not satisfied with the response or the Department does not respond within the timeframe the Union can request a special Board of Adjustment.

D. Special Board of Adjustment to meet within fifteen (15) days. If the special Board of Adjustment deadlocks, IUOE can proceed to Arbitration in accordance with the MOU.

E. Awards must be consistent with MOU.

17. **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."

18. **Information Updates**

The State shall share the following information that it possesses with IUOE BU 12 beginning November 1, 2011 and at least sixty (60) days prior to the implementation of each wave.

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);

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

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

19. **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. IUOE BU 12 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.

20. **Layoffs "Outside of Realignment"**

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

21. **Per Diem**

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

23. **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 IUOE BU 12's reasonable request, DPA and CDCR shall meet to discuss matters of institutional concern (e.g., staffing levels).

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IUOE BU12
Amendments to Realignment Side Letter
10/5/11

2. Term: This Agreement shall become effective with the initiation of the first wave and shall end October 1, 2013. As such, this Side Letter ~~may~~ shall continue beyond the term of the ~~parties'~~ current contract (i.e., beyond July 1, 2012). ~~Nothing precludes the State from requesting a meet-and-confer for the purpose of extending the Agreement.~~ After this time if the realignment process is not completed, this agreement shall continue unless either party requests a meet and confer, and such meet + confer is concluded.

3. Dispute Resolution: [text remains the same but following is added:] "Grievances shall be processed pursuant to the expedited schedule set forth in Section 16 of this agreement."

6. Voluntary Transfer Process

(1) Add ". . . .on the internet, intranet, and post at each location."

5 ~~(6) Add ...exceptional cases will be handled on a case by case basis.~~

(8) 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, the receiving worksite, the affected employee, and BU12.

(10) For purposes of participating in the voluntary transfer process, no request for transfer will be excluded based on BU12 Agreement Sections 17.1~~.B.2~~ 2 B2 and ~~17.1.C.6.~~ 17.2E

7. SROA/Layoff Process

(1) **[NEW]** Notwithstanding the waiver into which the parties entered under paragraph 1, Supersession, on page 1 of this agreement, the State agrees to abide by all applicable statutes, regulations, and rules affecting layoff ~~once it has initiated the SROA/Layoff Process.~~ unless otherwise specified in this agreement.

[Remaining paragraphs under Section 7 to be re-numbered.]

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option 1

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Realignment Ideas

1. **Per Diem**

Per Diem for Transfer over 50 miles only	Amount	Basic Duration	~~Duration for HDSP, CCC, PBSP & SVSP~~
Voluntary	~~$60~~ 125	30 days	~~40 days~~
Involuntary	~~$60~~ 90	22 days	~~N/A~~

2. **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 more of HDSP, CCC, PBSP & SVSP~~~~~	~~over 150 miles of ISP, CVSP, CRC~~
Voluntary	168 hours	24 hours	~~24 hours~~	
Involuntary	168 hours	24 hours	~~N/A~~	~~24 hours~~

10/5/11

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