

STATEWIDE AGREEMENT BETWEEN THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1000
(SEIU)
AND
THE STATE OF CALIFORNIA, CALIFORNIA DEPARTMENT OF
CORRECTIONS AND REHABILITATION (CDCR)
REGARDING THE IMPLEMENTATION OF THE DIVISION OF
JUVENILE JUSTICE'S VOLUNTARY TRANSFER PROCESS
(CDCR LOG #21-138-5, CalHR #3599)

This Agreement represents the full and complete understanding reached by and between the parties at the conclusion of the Meet and Confer negotiations on April 4, 2022, regarding the implementation of the Division of Juvenile Justice's (DJJ) Voluntary Transfer Process (VTP). This Agreement becomes an addendum to the current State Bargaining Units 1, 3, 4, 15, 17 and 20 Memorandum of Understanding, in effect from January 2, 2020 through June 30, 2023.

With respect to the closure and dissolution of the California Department of Juvenile Justice (DJJ), scheduled for June 30, 2023, the Union and State do hereby agree as follows:

A. ELIGIBILITY

- a. DJJ permanent employees shall be eligible to participate in the VTP related to the closure and dissolution of DJJ.
- b. Employees shall be provided access to their seniority scores.
- c. Employees from DJJ shall utilize the VTP Worksheet to express interest in viable positions statewide, class to class, excluding CDCR positions in Ventura, Amador and San Joaquin Counties. The VTP Worksheet will be utilized to determine the award of viable positions for employees from DJJ.
 - i. Should any CDCR institution elect to add an adult education program of the same subject after the end of the VTP but prior to the closure of DJJ, a subsequent VTP shall be offered to eligible Unit 3 employees unable to participate in this VTP due to transfer eligibility requirements still currently employed by DJJ.
- d. Work location options will include the following information:
 - i. Medical
 1. CDCR/CCHCS Institution
 2. CCHCS HQ/Regional Office
 - ii. Non-Medical
 1. CDCR Institution

2. CDCR HQ – Division/ Program/ Office

- e. An employee who participates in the VTP and is appointed in a Permanent Full Time (PFT) position shall be offered a PFT position within their current classification.
- f. Employees from DJJ currently appointed to a limited term position, and who hold a mandatory right of return status to DJJ, will be eligible to participate in the VTP. These employees will be afforded viable options to permanent positions of the classification of which they last held permanent status.

B. RELOCATION NOTICE TIMELINE

- a. Employees may receive notification of their awarded work location within fifteen (15) days of the VTP worksheet due date.
- b. Employees shall have an appointment effective date of February 1, 2023, and a physical report date of July 1, 2023, to their awarded work location. For classifications who have a Regular Day Off on a Saturday or Sunday, the employee should report to their awarded work location on the following scheduled work day.
- c. When the employee is notified of an effective report date and the effective report date must change due to unforeseen operational needs, the department shall provide the impacted employee thirty (30) calendar day's notice prior to the new effective report date.
 - i. The 30 days' notice may be waived if mutually agreeable between the employee and department.
- d. If after notification of a physical report date, an impacted employee secures housing (i.e. lease, mortgage, non-refundable deposits) related to their relocation and can provide documentation of such, the department shall not change the effective report date.
 - i. Employees who are relocating their residence and work location fifty (50) miles or greater as a result of the DJJ VTP shall request and be granted twenty-four (24) hours of available leave time, excluding sick leave to seek housing and address other needs related to relocation.
 - ii. Employees who are relocating their residence one hundred (100) miles or greater as a result of the DJJ VTP shall request and be granted thirty-

two (32) hours of available leave time, excluding sick leave, to seek housing and address other needs related to relocation.

- iii. These requests shall not be unreasonably denied. When an employee has requested to use leave time to seek housing and address other needs related to relocation, and the request is denied on two (2) separate, consecutive occasions, the employee's third request to use leave time to seek housing and address other needs related to relocation shall be approved.
- iv. Before being denied, the request must be elevated to the appropriate Headquarters Labor Relations for review and approval/denial.

C. RETENTION STIPEND

- a. All DJJ employees who participate in the VTP may be eligible for the closure retention pay differential if physically working at DJJ. Eligibility criteria is outlined in the closure retention pay differential.

D. BID POSITION

- a. Employees shall have the opportunity to participate in the applicable post and bid process per the MOU at their new work location even if the applicable post and bid process is carried out prior to their physical report date, unless their physical report date is beyond sixty (60) calendar days of the awarding of the bid per the MOU.
- b. In the event an employee is unable to participate in a.) above, the applicable post and bid process in the MOU will be followed.
- c. The departments shall honor previously awarded vacation bids, once the employee physically reports.

E. CONTINUED ELIGIBILITY FOR PROGRAMS

- a. Where feasible, the department shall enable employees currently participating in a professional development program to maintain participation in the program.
 - i. If applicable, employees participating in apprenticeship programs shall be allowed to continue to participate in the apprenticeship program upon transfer to a new work location.
 - ii. If applicable, employees participating in department run development programs, such as the Upward or Career Mobility program(s), shall

maintain their participation and eligibility in these programs upon transfer to a new work location.

F. SUBSEQUENT FUTURE INSTITUTION / FACILITY CLOSURE

- a. If an employee participates in the DJJ VTP, and is awarded a new work location that is subsequently ordered closed, the employee shall have first pick in any future VTP for the subsequent closure, except for former DVI employees with pre-existing first pick rights.
 - i. This provision is not subject to the Expedited Dispute Resolution as outlined below.
 - ii. The option to have a first pick in any future VTP for a future closure will expire on June 30, 2024.
- b. If the Workforce Consolidation and Reduction Support Team is aware of the next CDCR institution scheduled for closure prior to the award of the VTP, those positions shall not be included in the awarding process.

G. VTP WORKSHEETS

- a. All DJJ employees participating in VTP shall be given reasonable time during their normal work hours to complete the VTP worksheets.
 - i. DJJ shall ensure that the VTP worksheets include contact information and guidance for any employee that has questions or needs assistance.
 - ii. Any DJJ employee that requests steward or other Union representation regarding completing the VTP worksheets shall not be unreasonably denied.
- b. Employees shall have access to state worksites and equipment, including but not limited to: computers and intranet.

H. EXPEDITED DISPUTE RESOLUTION

- a. All disputes regarding the application of this agreement shall be directed to the Expedited Dispute Resolution Committee for resolution. This committee will be the final level of review.
- b. For non-medical positions, the Committee shall be compromised of two (2) members of management from CDCR, one (1) member of CalHR Labor Relations, and three (3) SEIU Local 1000 representatives.
- c. For medical positions, the Committee shall be compromised of two (2) members of management from CDCR, two (2) members of management from CCHCS,

one (1) member of CalHR Labor Relations, and five (5) SEIU Local 1000 representatives.

- d. This Committee will meet within five (5) business days upon written request to management or SEIU representative/grievant.
- e. This Committee will remain in effect until September 30, 2023.

STATE

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