

**Agreement between Service Employees International Union (SEIU), Local 1000
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 final closure, whichever comes last.
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.

6. 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.
7. Employees do not receive 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.
8. 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. Employees on approved Industrial Disability Leave (IDL) starting on or after July 1, 2016 will be considered as working on those days approved for IDL. Approved bid vacation days (not including adhoc or other time off) from July 1, 2016 through December 31, 2016 will be considered as days worked under this section. PDC will take all available actions (which do not generate overtime) to reschedule approved vacation for the 2017 calendar year that would cause an employee to become ineligible for the Retention Incentive Stipend.
9. Employees working less than full time shall be eligible to accrue the Retention stipend according to their time base.
10. Employees who are terminated by the Department, or who are AWOL separated forfeit any and all accrued stipend. If the employee is later reinstated they will qualify for the Retention Incentive Stipend pursuant to Section 7 above.
11. Employees who receive a sustained adverse action during the accrual period forfeit the accrued stipend on the month of the effective date of the adverse action.
12. 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.
13. The Retention Incentive stipend is not PERSable and does not count towards compensation for the purposes of retirement.

14. If an employee assigned to the Secure Treatment Area (STA) is identified for layoff, DDS and SEIU Local 1000 will meet to discuss possible eligibility for the Retention Incentive stipend. DDS will notify SEIU Local 1000 should such a case arise.

15. This agreement expires upon the final closure of the PDC, GTA.

This side letter represents the full and complete understanding reached by the State of California and the Service Employees International Union (SEIU), Local 1000, relating to the Retention Incentive Stipend for those Porterville Developmental Center (PDC), General Treatment Area (GTA) employees impacted by the closure.

June 21, 2017
2:24pm

STATE

YAL
@ 11:16 am

SEIU Local 1000

Jim M. 7/11/2017

Dianna J. 7/11/17

Tom Manville July 11, 2017

AS

Elena Schneider

Rhonda McKinney Rhonda McKinney

Vanessa Serisstrong

HELEN HOKIE

Brad Willis for KELLE LOWE

SJA Samantha Araya