

**CALIFORNIA DEPARTMENT OF HUMAN RESOURCES
SUMMARY OF SIDE LETTER AGREEMENT
FOR BARGAINING UNIT 6**

**Exclusive Employee Representative:
California Correctional Peace Officers Association (CCPOA)**

Number of Employees: Approximately 27,006 full-time equivalents

General Provisions

I. Compensation

Personal Leave Program (PLP 2020)

- Effective on the first day of the pay period following ratification by both parties, the Personal Leave Program (PLP 2020) will end. Bargaining Unit 6 employees will have their full salaries restored.
- Effective on the first day of the pay period following ratification by both parties, Bargaining Unit 6 employees will no longer receive PLP 2020 leave credits. All provisions related to the use and compensability of the PLP 2020 leave credits will remain unchanged.

Salary Increase

- Effective on the first day of the pay period following ratification by both parties, all Bargaining Unit 6 employees will receive a 5.58 percent. This increase will account for the previously negotiated salary increase that was originally scheduled for July 1, 2020 (3 percent), a new July 1, 2021 increase (2.5 percent), and includes compounding (.08 percent). (Section 15.01)
- Effective July 1, 2022, all Bargaining Unit 6 employees will receive a 2.5 percent salary increase.

Holiday Pay

- Effective on the first day of the pay period following ratification by both parties, the holiday pay and credits that were suspended for seven holidays will be restored. (Section 10.10)

Night and Weekend Shift Differentials

- Effective on the first day of the pay period following ratification by both parties, the night and weekend shift differentials that were suspended will be restored. (Section 15.08)

Restoration of Uniform Allowance

- Effective on the first day of the pay period following ratification by both parties, the reduced uniform allowances will be restored with the 2021 uniform allowance payment. (Section 14.04)

Personal Development Day (PDD)

- Effective on the first day of the pay period following ratification by both parties, the one PDD that was suspended for calendar year 2022 will be restored. (Section 8.07)

One-time Leave Cash Out

- Employees shall have a one-time option to cash out up to 80 hours of compensable leave credits in the fall of 2021. (Section 10.20)

II. Post-Employment Benefits

Prefunding of Other Post-Employment Benefits (OPEB)

- Effective on the first day of the pay period following ratification by both parties, Bargaining Unit 6 employees will resume monthly contributions to prefund OPEB. (Section 10.21)

III. Health Benefits

Employer Contribution for Active State Employees

- The state's monthly health benefit contribution for each employee shall continue to be a flat dollar amount equal to 80 percent of the weighted average of the basic health benefit plan premiums of the four largest enrolled basic health plans. The flat dollar amounts shall be increased or decreased as appropriate pursuant to the formula on January 1, 2023 (Article 13.01).

IV. Miscellaneous

Restoration of Training

- The annual training schedule for calendar year 2021 will continue through December 31, 2021, as scheduled. The relief positions tied to the modified training will be restored effective the first day of the pay period following ratification by both parties. (Side Letter 12)

- Effective January 1, 2022, training will revert back to the 7k Training Program and the associated relief positions will be used to cover training. (Section 8.05)

Pandemic-Related Health and Wellness

- Effective August 1, 2021 through July 2022, eligible Bargaining Unit 6 employees shall earn 8 hours of COVID-19 Fatigue Leave Time Off (CFLTO) per month. This leave time is non-compensable and is expected to be used routinely. Management may mandate employees off work for any unutilized CFLTO. Any unused leave will expire permanently on July 30, 2022.
- The CFLTO program is not grievable or arbitrable. Any disputes that cannot be resolved at the local level shall be resolved by the chief of the CDCR Program Support Unit and the CCPOA President, or their designee.
- The relief positions from the modified training program will be deployed to allow for COVID-19 Fatigue Leave Time Off through December 31, 2021. (Section 8.05)
- Bargaining Unit 6 employees shall receive \$208 per month payable in a single lump sum once in calendar year 2021 and once in calendar year 2022 in recognition of increased health and wellness needs tied to COVID-19. (Section 13.01)

Rehabilitative and Efficiency Measures

- The parties agree to continue to meet quarterly and address efficiencies and the rehabilitation measures within the Correctional Counselor classification. (Section 20.09)

Total Compensation Report

- A joint labor management group will be established to discuss the criteria, comparators and methodology to be utilized in the next Bargaining Unit 6 Total Compensation Report pursuant to Government Code Section 19826. (Section 15.19)

Main Table Work Group

- A main table work group will be established and begin meeting in 2022 to work collaboratively and creatively to prepare for 2023 contract negotiations.

Contract Reopener Language

- The parties agree to meet and confer upon finalization of the federal regulations regarding essential worker premium pay.
- CCPOA will have the ability to reopen section 15.01 of the contract should another bargaining unit receive a negotiated general salary increase (negotiated after June 1, 2021) greater than 2.5 percent payable in 2022.

V. Term

- Upon ratification by both parties the MOU is extended from July 2, 2022 to July 2, 2023. The Union ratification process is expected to be completed no later than June 30, 2021.

VI. Fiscal

- Fiscal Year 2021-22: \$400.7 million (\$400.7 million General Fund)
- Total 3-Year Incremental Cost: \$593.1 million (\$593.1 million General Fund)
- Total 3-Year Budgetary Cost: \$1.108 billion (\$1.108 billion General Fund)

VII. Agreement

- The Side Letter Agreement represents the ending of PLP 2020, salary increases, restoration of various suspended pay items, a one-time leave cash out option, a temporary increase contribution to pandemic-related health and wellness costs, restoration of employee OPEB contributions, restoration of training and relief position, and extends the current Bargaining Unit 6 MOU for one year.
- The Side Letter Agreement between the state and CCPOA is posted on the [CalHR Bargaining Unit 6 Contract Webpage](#).