

Management Proposal

Bargaining Unit: 6

Date: 06/6/21

Exclusive Representative: CCPOA

Time:

Side Letter – Modifying Side Letter 12 Regarding COVID-19 Pandemic Recession

As identified in the State's notice to exclusive representatives dated May 14, 2021, the May Revision of the 2021-2022 Budget Act reflects the state's fiscal status has improved due to higher-than-anticipated tax revenue and new federal funding from multiple stimulus bills. Looking to the fiscal year ahead, the state's improved financial condition warrants revisiting the provisions of the COVID-19 Pandemic Recession Side Letter 12 and restoring the benefits that were postponed or suspended.

This Agreement is a Side Letter (number 13) of the current Memorandum of Understanding (MOU) (effective July 3, 2020 through July 2, 2022) between the California Correctional Peace Officers Association (CCPOA) Bargaining Unit 6 (BU 6) and the State of California (State). This Side Letter replaces Side Letter 12, except as stated herein.

I. Personal Leave Program 2020 (PLP 2020)

It is the intent of the parties that PLP 2020 end on July 1, 2021. As such, effective the first day of the pay period following ratification by CCPOA and approval by the Legislature, PLP 2020, as detailed in Side Letter 12, will terminate. The termination of PLP 2020 will result in the restoration of the 4.62% that has been generally withheld from BU6 employees' pay, except as follows: 7k Ranges will restore 4.5%; Fire Captain (9001), Range L and M (192 Hour Schedule) will restore 3.85%; and Fire Captain (9001), Range N and P (216 Hour Schedule) will restore 3.42%.

Employees will no longer receive PLP 2020 leave credits effective the first day of the pay period following ratification by CCPOA and approval by the Legislature. Provisions related to the use and compensability of PLP 2020 leave credits, as detailed in Side Letter 12, will remain unchanged.

II. Restoration of Deferred Salary Increase

Effective the first day of the pay period following ratification by CCPOA and approval by the Legislature, the July 1, 2020 3% general salary increase (GSI) that was deferred shall be restored as further detailed in Section X below.

III. Restoration of Benefit Decreases

Effective the first day of the pay period following ratification by CCPOA and approval by the Legislature, the following items shall be restored consistent with the MOU:

- A. The holiday pay and credits identified in Article 10.10 Holidays that were suspended for seven (7) holidays will be restored;
- B. The night and weekend shift differentials identified in Article 15.08 Night Shift Differential/Weekend Differential that were suspended will be restored;
- C. The uniform allowances identified in Article 14.04 Uniform/Uniform Accessories Replacement Allowance that were reduced from \$1000.00 to \$750.00 shall be restored with the 2021 uniform allowance payment.
- D. The one (1) Personal Development Day (PDD) identified in Article 8.07 Personal Development Days that was eliminated for calendar year 2022 will be restored.

IV. Restoration of Employee Other Post-Employment Benefits (OPEB) Contributions

Notwithstanding Government Code sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, BU 6 employees' monthly contribution for prefunding other post-employment benefits shall be restored and withheld from employees' salaries beginning on the first day of the pay period following ratification by CCPOA and approval by the Legislature consistent with Article 10.21 Prefunding of Post-Retirement Health Benefits of the current MOU between the parties.

V. Restoration of Training and COVID-19 Fatigue Leave Time Off

Because the annual training schedule has already been determined for calendar year 2021, the thirty-two (32) hours of the off-post training identified in Side Letter 12 that were converted to, for example, non-classroom, On-the-Job or online training consistent with CDCR's Modified Training Program will continue through December 31, 2021. The relief positions behind such training, however, shall be restored effective on the first day of the pay period following ratification by CCPOA and approval by the Legislature and will be deployed to allow for COVID-19 Fatigue Leave Time Off (CFLTO) through December 31, 2021. Effective January 1, 2022, training will revert back to Article 8.05 7k Training Program and the relief shall be used to cover behind said training.

In recognition of the myriad impacts of the COVID-19 pandemic on BU 6, CFLTO is a one-time, year-long program in which BU 6 employees shall earn eight (8) hours of non-compensable leave time per month from August 2021 through July 2022, which they are expected to use routinely. CFLTO is intended to provide restorative time off and should be used and not saved. Because of the importance of this time off, CDCR may mandate usage in reverse seniority order if employees do not voluntarily sign up for the time off. On July 30, 2022, any CFLTO that has not been utilized shall expire permanently.

CFLTO does not apply to PIEs or anyone who has not worked the qualifying pay period. Classifications that do not require relief, such as Parole Agents, Correctional Counselors, or those who are not scheduled in Work Force TeleStaff will schedule an additional eight-hour day off per month. Classifications requiring back fill, such as Correctional Officers working in an institutional setting, will utilize a CFLTO burn system developed by the ATM Office and the CCPOA Chapter President consistent with the written direction from CDCR HQ that will detail how the CFLTO program operates.

The CFLTO program is not grievable or arbitrable. Any dispute that cannot be resolved at the local level concerning CFLTO shall be resolved by the CDCR Chief of the Program Support Unit (PSU) and the CCPOA President or designee.

VI. Leave Hours Cash Out

Consistent with Article 10.20 Cash Out of Vacation/Annual Leave, all BU6 employees shall have a one-time option to cash out up to eighty (80) hours of compensable leave credits (not including sick leave) in 2021. BU6 employees who wish to cash out compensable leave must submit a CDCR-approved request form to the local Personnel Office by Friday, October 15, 2021 indicating the number of hours they wish to cash out. The parties anticipate that payment for the one-time cash out will be issued by November 19, 2021.

VII. Temporary Increased Contribution to Pandemic-Related Health and Wellness Costs

In recognition of BU 6's increased Health and Wellness needs tied to the COVID-19 pandemic, during the term of this MOU only, the parties agree that with respect to Health Benefits, as detailed in Article 13.01 Health Benefits of the current MOU, BU 6 employees shall receive \$208 per month paid in a single lump sum once in calendar year 2021 and once in calendar year 2022. Because of the contract extension to July 2, 2023, the parties agree that the last paragraph of Article 13.01(A) shall be amended as follows:

Effective on the first day of the pay period following ratification of this agreement by the legislature and the Union, and upon approval of funding by the Legislature, the established flat dollar amounts shall be increased or decreased as appropriate pursuant to the formulas above on January 1, 2021, and January 1, 2022, and January 1, 2023. The established dollar amount(s) shall not be increased or decreased in subsequent years without a negotiated agreement by both parties.

VIII. Federal Funding for Essential Worker Premium Pay

- A. It is understood by the parties that the federal stimulus enacted in March 2021, known as the American Rescue Plan Act, includes money to be provided to states for the purposes of distributing essential worker premium pay to some or all essential workers in both the private and public sector. It is further understood by the parties that federal and state guidelines will dictate the manner in which premium pay will be distributed and that income levels may be a consideration in the distribution.
- B. The parties agree that when federal and state guidelines are released regarding essential worker premium pay, the state will meet and confer with Bargaining Unit 6 to determine the impact on BU 6 members.

IX. Duration

This Side Letter extends the term of the MOU from July 2, 2022, to July 2, 2023.

X. Compensation

With respect to 15.01 Salaries Adjustment to Salary Ranges, all BU 6 employees will receive 2.5% GSI effective on the first day of the pay period following ratification by CCPOA and approval by the Legislature. This increase will be combined with the restoration of the deferred salary increase in Section II above, for a one-time 5.58% GSI. The total GSI includes 0.08 percent to account for the compounding of the two increases. Effective the pay period inclusive of July 1, 2022, all BU 6 employees will receive 2.5% GSI. In recognition of the contract extension referenced in the previous section, CCPOA shall have the ability to reopen this section should another bargaining unit receive a negotiated-GSI (negotiated after June 1, 2021) greater than 2.5% payable in 2022.

XI. 15.19 Total Compensation Report

With respect to Article 15.19 Total Compensation Report, the parties agree to the following amendment:

~~The parties agree that this section shall remain dormant for the term of this MOU and that no Total Compensation Report will be created for the successor MOU.~~

~~Within ninety (90) days of ratification of this MOU, t~~ The parties agree to form a Joint Labor Management group who will meet to discuss the criteria, comparators and methodology to be utilized for BU6 in the next Total Compensation Report created pursuant to Government Code section 19826. The Joint Labor Management group will be comprised of no more than two (2) representatives from each of the following: CCPOA, CalHR, CDCR and Department of Finance. The first meeting of the Joint Labor Management group will occur no later than eighteen (18) months prior to the expiration of the MOU. ~~This section will be inoperable during the term of this MOU.~~

XII. 20.09 Rehabilitative and Efficiency Measures

Consistent with Article 20.09 regarding Rehabilitative and Efficiency Measures, the parties have been meeting collaboratively with a focus on (1) how the Correctional Counselor I classification can assist with meaningful rehabilitation and (2) efficiency measures within the classification. It is the intent of this committee to implement the first phase of rehabilitative and efficiency measures within forty-five (45) days of ratification by CCPOA and approval by the Legislature. The Committee will continue to meet quarterly or as otherwise mutually agreed upon during the remainder of the MOU term to continue implementation of additional phases of Rehabilitative and Efficiency Measures.

XIII. Main Table Work Group

Although the parties have agreed to extend their current MOU by one year to July 2, 2023, the parties agree to create and convene a Main Table Work Group to meet regularly in 2022 to discuss issues, concerns, and new ideas in anticipation of and in preparation for bargaining in 2023. The purpose of these Work Group meetings is to work collaboratively and creatively to prepare for efficient and productive negotiations in 2023. The parties will jointly create agendas for each meeting, which will be held on mutually agreeable dates.

XIV. Article 12.06 Involuntary Overtime By Inverse Seniority

With respect to Article 12.06 Involuntary Overtime By Inverse Seniority, and in light of Penal Code Section 13602 and the parties' related negotiated agreement, the parties agree to amend the language of Subsection (A) only as follows:

A. Employees in Bargaining Unit 6 shall be assigned involuntary overtime on a rotating basis by inverse seniority except when precluded by operational needs (consistent with Section 12.07 F.4 with respect to DAJ gender restricted posts) of the departments or in emergency situations. Specifically excluded from this section are camps, other CDCR community-based programs and employees out of the academy ~~on~~ during their first four (4) weeks at the institution.

XV. Appendix Item #4 Regarding Section 11.10

The parties hereby agree to include the 2023 Overtime Work Period Schedule information in Appendix Item #4.

XVI. Other Terms of the MOU

Except as amended by this Side Letter, all other terms of the MOU remain in effect through the extended MOU term.

STATE	Date	CCPOA	Date
DocuSigned by: <i>Laura Lyon</i> 2725771038D341C...	6/6/2021	<i>MR. WHITE</i>	6-6-2021
DocuSigned by: <i>NEVEN GONZALEZ-REDEZ</i> 540CE88BD683438...		<i>[Signature]</i>	6/6/2021
DocuSigned by: <i>Anna Reyes</i> 38F1B82B342B434...		<i>[Signature]</i>	6/6/2021
DocuSigned by: <i>Witken Engellenner</i> 87FF5F388222495...		<i>[Signature]</i>	6-6-2021
DocuSigned by: <i>Jennie Clatte</i> CF18980E8CDE4A4...		<i>[Signature]</i>	6/6/21
DocuSigned by: <i>[Signature]</i> DCE80DF8D362421...		<i>[Signature]</i>	6-6-2021
DocuSigned by: <i>Jessica Russell</i> 3AC4R250J18F43D...		<i>[Signature]</i>	6-6-2021