CALIFORNIA DEPARTMENT OF HUMAN RESOURCES SUMMARY OF COLLECTIVE BARGAINING AGREEMENT FOR BARGAINING UNIT 6

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

Number of Employees: Approximately 25,938 full-time equivalents

General Provisions:

I. Compensation

General Salary Increases (GSI) (Section 15.01)

- Effective July 1, 2023, all Bargaining Unit (BU) 6 classifications shall receive a GSI of 3 percent (3%).
- Effective July 1, 2024, all BU 6 classifications shall receive a GSI of 3 percent (3%).

Retention Differential for Hard-to-Keep/Fill Institutions (New Section)

Effective the first day of the pay period following ratification by both parties, new and current BU 6 employees who work at Salinas Valley State Prison, California State Prison, Sacramento, or R.J. Donovan will be eligible to accrue a \$10,000 retention differential, payable in two (2) payments during the term of the MOU. For the first payment, BU 6 employees shall receive \$416.66 for each qualifying pay period worked between July 2023 and June 2024, to be paid in a single lump sum on July 1, 2024. For the second payment, BU 6 employees shall receive \$416.66 for each qualifying pay period worked between July 2024 through June 2025, to be paid in a single lump sum on July 1, 2025.

Employer Contributions to Savings Plus (New Section)

Effective with the November 2024 pay period, the state shall make a one-time contribution in the amount of \$475 to a Savings Plus 401 (k) plan on behalf of all permanent full-time employees in the bargaining unit who are active as of November 1, 2024.

Effective with the January 2025 pay period, the state shall make a monthly contribution equivalent to one percent (1%) of the employee's monthly base

salary to a Savings Plus 401 (k) plan on behalf of all permanent full-time employees in the bargaining unit.

Mental Health and Wellness Differential (New Section)

The parties support BU 6 employees engaging in services (e.g., mental health counselling) and activities (e.g., exercising) that have a positive impact on their mental health and wellness.

• Effective the first day of the pay period following ratification by both parties, BU 6 employees will receive two (2) one-time payments of \$1,200 to be paid once in November 2023 and once in November 2024 for employees to support their health and well-being. To be eligible for this mental health and wellness differential, employees must be on pay status as of November 1, 2023, and November 1, 2024.

Location Incentive Bonus (New Section)

Effective the first day of the pay period following ratification by both parties, cadets who accept/choose to work at one of the eligible institutions listed below will be eligible to receive a \$5,000 location incentive bonus, payable in two (2) payments, upon graduation from the academy and reporting to the institution if the following applies:

- a. The institution they accept/choose is 50 or more miles away from their current home address, and
- b. They are required to move their home address.

The first payment of \$2,500 will be provided upon graduation from the academy and the second payment of \$2,500 will be provided within thirty (30) calendar days upon reporting to the institution. Eligible Institutions:

Salinas Valley State Prison (SVSP)

California State Prison, Sacramento (SAC)

R.J. Donovan Correctional Facility (RJD)

Kern Valley State Prison (KVSP)

California Health Care Facility (CHCF)

Pelican Bay State Prison (PBSB)

High Desert State Prison (HDSP)

San Quentin State Prison (SQ)

Substance Abuse Treatment Facility and State Prison, Corcoran (SATF)

California State Prison, Los Angeles County (LAC)

California State Prison, Corcoran (COR)

Correctional Training Facility (CTF)
California Medical Facility (CMF)

Class B Driver's License (Section 8.06)

• Effective the first day of the pay period following ratification by both parties, an employee who is required by their Hiring Authority to obtain, maintain, and utilize a Commercial Driver's License (CDL) as part of their duties shall receive a \$200 per month CDL pay differential.

Cash Out of Vacation/Annual Leave (Section 10.20)

 All BU6 employees shall be eligible for a one-time cash out of up to eighty (80) hours of compensable leave (compensable leave does not include sick leave) in 2023. BU6 employees who wish to cash out compensable leave must submit a CDCR approved request form to the local Personnel Office by October 20, 2023, indicating the number of hours they wish to cash out.

Commute Program (Section 14.07)

- Effective the first day of the pay period following ratification by both parties, employees working in areas served by mass transit will be eligible for a 100 percent (100%) discount on public transit passes up to the exclusion amount provided by the Internal Revenue Service.
- Effective the first day of the pay period following ratification by both parties, employees riding in vanpools or driving vanpools will be eligible for a 100 percent (100%) reimbursement of the monthly fee up to the exclusion amount provided by the Internal Revenue Service.

Bilingual Differential Pay (Section 15.06)

 Effective the first day of the pay period following ratification by both parties, the bilingual pay differential will increase from \$100 to \$200 per month.

Night Shift/Weekend Differential (Section 15.08)

• Effective the first day of the pay period following ratification by both parties, the night shift pay differential shall increase from \$1.50 per hour to \$2.50 per hour for work shifts that fall between 1800 and 0600.

• Effective the first day of the pay period following ratification by both parties, the weekend pay differential shall increase from \$1.50 per hour to \$2.50 per hour.

Education Incentive Pay (Section 15.16)

• Effective the first day of the pay period following ratification by both parties, Parole Services Associates (PSA) who have attained either an Associate of Arts degree from an accredited college or university, sixty (60) semester units from an accredited college or university or the equivalent quarter units, or a Bachelor's Degree or higher from an accredited college or university, will receive an additional \$100, or the equivalent of two point two percent (2.2%) of the top step of their salary range, per qualifying pay period.

II. Health Benefits

Health, Dental, Vision (Section 13.01)

• The State's monthly health benefit contribution for each employee shall continue to be a flat dollar amount equal to 80 percent (80%) 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, 2024, and January 1, 2025.

III. Miscellaneous

Bicycle Commuter Program (New Section)

• The section provides information to employees regarding the State's Bicycle Commuter Program regarding purpose, eligibility, and claims.

California State Payroll System Project (New Side Letter)

 The parties shall, upon notice, reopen pertinent contract sections needed to implement changes required by the California State Payroll System Project.

Fire Captain Strike Team Qualifications (New Section)

• Language added outlining the requirements for Fire Captains to qualify for a strike team department/overhead assignment/single resource.

Camp Vacation Bid Time (New Section)

Language added for the vacation bid process.

7.XX Exposure Record (New Section)

 CDCR agrees to explore options for Fire Captain, Camp Officers and other BU 6 members who respond to mutual aid calls/fires incidents to be enrolled in a Personal Exposure Recording program.

Video Recordings (Section 9.16)

 Language added to include the viewing of body worn camera recordings.

Bereavement Leave (Section 10.06)

- Language added to incorporate statutory requirements expanding bereavement leave to five (5)-unpaid days.
- Clarified a workday is eight (8) hours.

Union Leave (Section 10.13)

- Increases union reimbursement rates payable to the State for authorized Union Leave as follows:
 - o January 1, 2024, increase from 132% to 153% of base pay.
 - January 1, 2025, increase from 153% to the actual total expenses related to the affected employee's salary and benefits, equal to 174.25% of base salary.

Holidays (Section 10.10)

Language added to include four (4) recognized unpaid holidays.

Continuous Hours of Work/Dead Time (Section 11.02)

 Language added to define dead time, provide clarification on holding an employee who has worked two (2) double shifts back-to-back, and provide examples of scheduling back-to-back doubles in a new appendix section.

Employee Requested Transfers Between Institutional Hiring Authorities (Section 12.04)

• Language added providing that apprentices cannot submit a lateral transfer until they have completed the apprenticeship program.

Personnel Preferred Post Assignment (PPPA) for Correctional Officers (Section 12.07)

• Language added providing for the maintenance of the three percent (3%) Limited Light Duty Assignment (LLDA) post.

Business and Travel Expenses (Section 14.01 and New Side Letter XX)

- During the term of this contract the State shall implement a business and travel expense reimbursement program that includes adopting the federal standard meal and incidental expense rate and lodging rates established by the federal General Services Administration (GSA). This shall include:
 - Adopting the federal standard meal and incidental expense (M&IE) rate established by the GSA at time of travel for in state and out-ofstate travel;
 - Adopting federal standard and non-standard reimbursement rates at time of travel for in-state, out-of-state, and out-of-country lodging;
 - Simplifying current reimbursement policy and administration and providing up to 75 percent (75%) of the federal standard rate established by the GSA for M&IE for the first and last day of travel;
 - Eliminating the state's long-term travel reimbursement rates and adopting the federal standard M&IE reimbursement rates for longterm meals, and receipted lodging shall be reimbursed up to the maximum federal standard and non-standard reimbursement rates.

Fire Captain Assignments and Overtime (Section 17.12)

 Language added providing a strike team/task force/single resources/overhead assignment rotational list for distributing assignments.

Post and Bid by Seniority for Correctional Counselor I (Section 20.03)

• Language added providing the post and bid process for Correctional Counselor | Classification.

Article XXI - Medical Technical Assistants

Deleted all sections as the classification is no longer utilized.

Article XXII – DJJ IPA Institutional Parole Agents/Cases work Specialist

Deleted all sections due to DJJ closure.

CDCR Transportation Unit Assignments and Hours (Section 23.01)

- Language added recognizing the varied hours of BU 6 employees in Statewide Transportation.
- Language added outlining the scheduling of assignments, filling a vacant intrastate bus assignment, extradition assignments, and overtime weekends and holidays.

Article XXIV – DJJ Youth Correctional Counselors and Youth Correctional Officers

Deleted all sections due to DJJ closure.

IV. Duration

July 3, 2023, through July 2, 2025.

V. Term

 Effective the first day of the pay period following ratification by both parties. The union ratification process will be completed September 14, 2023.

VI. Fiscal

- Fiscal Year 2023-24: \$230.8 million (all General Fund)
- Total 3-Year Incremental Cost: \$504.8 million (all General Fund)
- Total 3-Year Budgetary Cost: \$1,030.9 million (all General Fund)

VII. Agreement

 The complete Tentative Agreement between the state and CCPOA is posted at CalHR <u>Labor Relations Unit 6 - Corrections (ca.gov)</u>