REALIGNMENT SIDE LETTER AGREEMENT

This agreement is a Side Letter to the current Memorandum of Understanding (contract or MOU), effective through July 2, 2013, entered into by the State of California (State or State Employer) and the California Correctional Peace Officers' Association (Union). The purpose of this Side Letter is to assist in effectuating Realignment, as mandated in AB 109 and related legislation, and to continue to promote harmonious labor relations between the State and the Union.

WHEREAS reaching a negotiated agreement on labor issues related to Realignment is expected to save both time and money as opposed to utilizing the typical layoff process;

WHEREAS this agreement honors the principle of seniority and the ability to bid to vacant positions throughout the State;

WHEREAS this agreement enables an individual employee to reduce his or her chances of being laid off and to have more control over where s/he may end up working during the Realignment process; and

WHEREAS this negotiated agreement provides employees with opportunity to make decisions regarding their employment sooner.

Now, therefore, the State Employer and the Union do hereby agree as follows:

1. **Supersession:** In reaching agreement on this Side Letter, the parties agree and confirm that they have, through negotiation, superseded any and all supersedable (1) layoff sections of the Government Code, (2) Department of Personnel Administration layoff rules or regulations, (3) provisions of the Layoff Manual, and/or (4) articles of the parties' contract to the extent such code section, rule, regulation, provision or article conflicts with the terms and conditions of this Side Letter.

2. **Term:** This Side Letter shall expire coterminous with the parties' current contract (i.e., July 2, 2013) or continue, as part of that contract, consistent with section 3517.8 of the Ralph C. Dills Act.

   Should this Side Letter expire, the parties further agree that any subsequent agreement or MOU that addresses Realignment (an agreement dealing with layoffs and movement of BU 6 members) shall include the following terms: (1) the area of layoff shall be by county, (2) no relocation shall be paid and (3) the remuneration outlined in this Side Letter shall continue. In the absence of a legally effective agreement or subsequent agreement/MOU that addresses Realignment, the parties agree that the area of layoff shall be by county until Realignment concludes or June 30, 2015, whichever is sooner.

3. **Openings/Re-openings:** This Side Letter does not apply to new openings (activations of new locations) or re-openings (reactivations).

Final

4. **Dispute Resolution:** Any dispute regarding the interpretation, application or alleged violation of this Side Letter shall be subject to the grievance and arbitration procedure of the parties' current contract.

5. **Suspension of Contractual Lateral Transfer Process:** Lateral transfers pursuant to the contract shall be suspended during this Realignment process that provides multiple opportunities for lateral transfer.

6. **No Relocation:** In recognition of the expanded transfer opportunities and any associated benefits, there shall be no relocation remuneration paid for any transfer, relocation or movement made pursuant to this Agreement.

7. **Seniority Scores:** Because all Unit 6 will have final seniority scores before the first (1st) wave commences, and will have had the opportunity to challenge those scores, there shall be no further seniority score challenges (other than grievances) for Realignment layoffs, except for employees hired after said challenge period. This subsection does not alter an employee's right to utilize the grievance process to grieve any issue s/he otherwise had a right to grieve.

8. **Movement by Seniority:** All movement pursuant to this Side Letter shall be by seniority.

9. **Union Review of Communication:** The Union shall have 48 hours from the time of receipt to review and provide comment on CDCR's draft Realignment communications to employees.

10. **Communication to Employees:** CDCR shall use best efforts to provide as much notice as possible to employees of the timeframes associated with the waves described herein.

11. **Information:** CDCR shall provide updated information to CCPOA regarding projected overages and vacancies as it becomes available.

12. **Distribution of Workforce/Layoff:** The distribution of the workforce and layoff will be a multi-step process that will allow for voluntary transfer to certain areas prior to the completion of the layoff process. Given the timing of the submission of the layoff plan relative to the Voluntary Transfer Process, impacted employees will get State Restriction of Appointment (SROA) notices, although actual layoffs may be mitigated through the Voluntary Transfer Process.

13. **One Move Per Wave:** Employees may move only one (1) time within any single wave.

14. First Opportunity - Voluntary Transfer Process:

(1) Prior to sending out any transfer options worksheets to employees, the California Department of Corrections and Rehabilitation (CDCR) shall first publish statewide information regarding locations that have overages and vacancies by classification. This information will be made available on the internet, intranet and in locally agreed upon designated areas at each worksite.

(2) Also prior to sending out transfer options worksheets, CDCR shall also post seniority scores by county on the internet, intranet and in designated areas at each worksite.

(3) In an effort to both avoid overtime and to allow employees to stay at their current institution (even where an overage may otherwise exist), CDCR shall establish Overtime Avoidance Pools (OTAP) and increase Permanent Intermittent Correctional Officer (PICO) levels. CDCR shall create a spreadsheet to be shared with the employees and the Union identifying the adjusted OTAP and PICO levels for the institutions. This information will be provided prior to the commencement of the first (1st) wave to assist an employee in determining whether s/he wants to bid for an OTAP/PICO position at his/her home institution or participate in the Voluntary Transfer Process.

(4) An employee in an institution with an overage shall be provided the opportunity to request to transfer voluntarily (outside of and prior to the layoff process) to identified institutions with vacancies, which are anticipated to be comprised of some or all of the following institutions: PBSP, HDSP, SAC, CMF and SVSP. This first voluntary transfer opportunity is aimed at transferring employees of overstaffed institutions to identified institutions with vacancies as quickly as possible. This paragraph applies to impacted staff at Southern Youth Correctional Reception Center and Clinic (SYCRCC). SYCRCC staff shall also be provided the opportunity to identify their preference to fill additional Division of Juvenile Justice OTAP/PICO positions.

(5) By the designated deadline on the form(s), employees shall opt in or opt out of the Voluntary Transfer Process by filling out the form(s) provided by CDCR. For those that opt in, employees shall rank their transfer preferences. Employees shall have at least seven (7) calendar days from the date of delivery to complete and return the required form(s). Forms shall be submitted to the Personnel Assignment Office and shall be time-stamped. Employees shall receive a copy of the time-stamped document(s). Late response shall not be accepted or processed.

(6) CDCR shall communicate to employees that, although this Voluntary Transfer Process allows employees with the opportunity to transfer out of county sooner, depending upon demotional bumping and one's seniority score, an employee theoretically still could be laid off at the conclusion of the SROA/layoff process and/or permanently involuntarily transferred within an impacted county.

(7) CDCR shall calculate the transfer awards and communicate a start date with at least thirty (30) days' notice. After receiving a transfer date, an employee may be granted a change in the report date by agreement of the releasing worksite and the receiving worksite.

15. MTAs

In the interests of minimizing any potential custody layoffs, CDCR and DMH shall coordinate, and former MTAs who are currently employed by CDCR, and who have retained their LVN/RN License, shall be contacted and offered a vacant MTA position that DMH **has received approval to fill by the Department of Finance** at either Salinas Valley State Prison or the California Medical Facility. This process will be carried out contemporaneously with the First Opportunity of the First Wave, as described in paragraph 9 above.

16. Second Opportunity - OTAP/PICO Bid Process

(1) CDCR shall communicate to employees about the OTAP/PICO bid process, including the number of available positions at each institution.

(2) Only staff below the projected cut line at overage institutions as determined by CDCR may participate in the OTAP/PICO bid.

(3) CDCR shall further communicate that bidding into an OTAP/PICO position is not a guarantee against impact in the current or future waves.

(4) Staff below the cut line (i.e., those in remaining overage positions) at each institution shall conduct a walk-up bid for filling OTAP/PICO positions.

(5) Employees may opt out of the OTAP/PICO bid process and must sign the opt out form.

(6) Employees opting to demote to a PICO assignment shall sign a voluntary demotion letter.

(7) If there are OTAP or PICO positions remaining after the walk-up bid, they will be available as vacancies in the Statewide Transfer Process described in subsection (c) below.

(8) After the walk-up bid for the OTAP/PICO positions is complete, CDCR will be able to calculate the new county-wide cut line.

(9) Those that fall below the cut line may be subject to temporary involuntarily transfer to HDSP or PBSP and shall continue with the layoff process as described in subsection (d) below. Per diem rates shall be paid consistent with DPA travel rules up to thirty (30) days for such involuntary transfers.

17. Third Opportunity - Statewide Bid Process:

(1) CDCR shall publish the adjusted statewide information regarding locations that have overages and vacancies by classification. This information will be made available on the internet, intranet and in locally agreed upon designated areas at each worksite.

(2) All staff at overage institutions as determined by CDCR may participate in the Statewide Bid Process to bid on any existing vacancy within the State.

(3) By the designated deadline on the form(s), employees shall submit the Statewide Bid form(s) provided by CDCR. For those that opt in, employees shall rank their transfer preferences. Employees shall have at least seven (7) calendar days from the date of delivery to complete and return the required form(s). Forms shall be submitted to the Personnel Assignment Office and shall be time-stamped. Employees shall receive a copy of the time-stamped document(s). Late response shall not be accepted or processed.

(4) CDCR shall communicate to employees that, although this Statewide Bid Process allows employees with the opportunity to transfer out of county sooner, depending upon demotional bumping and one's seniority score, an employee theoretically still could be laid off at the conclusion of the SROA/layoff process and/or permanently involuntarily transferred within an impacted county.

(5) CDCR shall calculate the transfer awards and communicate a start date with at least thirty (30) days' notice. After receiving a transfer date, an employee may be granted a change in the report date by agreement of the releasing worksite and the receiving worksite.

18. Final Opportunity – SROA/Layoff Process:

(1) Those that have not been able to mitigate layoff through (1) the Voluntary Transfer Process, (2) the Walk-Up OTAP/PICO Bid Process or (3) the Statewide Bid Process shall proceed with the SROA/layoff process.

(2) The area of layoff shall be county-wide.

(3) Overages will be recalculated by county and communicated to CCPOA. Those with the lowest seniority within the county shall be subject to the SROA/layoff process.

(4) Employees are able to pursue out of county opportunities through the SROA process.

(5) However, there shall be no comparable classifications or out of county placement offered in the layoff options process.

(6) Layoff within CDCR: Layoffs shall occur in accordance with inverse seniority within the impacted county/counties. The least senior who are subject to layoff shall receive 30-day written notice of the effective date of their layoff.

(7) Transfer within CDCR: Once the layoff process is completed and where overages still remain, employees may be permanently, involuntarily transferred to a location within the county that still has vacancies. An employee may be granted a change in his/her report date by agreement of the releasing worksite and the receiving worksite. There shall be no relocation, mileage or other travel reimbursement paid in association with such involuntary transfers, except as otherwise provided herein.

(8) Those who do not comply with the permanent involuntary transfer shall be Absent Without Leave (AWOL) separated.

19. **Meet and Confer after Completion of First Wave:** In an effort to foster partnership and communication between the parties, and with an eye toward improving the various opportunities described above, the parties shall meet and confer in good faith regarding these opportunities and processes after the conclusion of the First Wave.

20. **Retired Annuitants:** No Retired Annuitant shall fill a budgeted position that could otherwise have been selected by a member of BU 6 (who is willing to transfer) as a transfer opportunity pursuant to this Side Letter. If CCPOA has reason to believe that a Retired Annuitant is working at a location where a PIE could be performing that work instead, the parties shall meet to discuss such a concern, upon CCPOA's request.

B3

21. Per Diem – First Wave

Per Diem for Transfer over 50 miles only	Amount and duration to go to PBSP/HDSP	Amount and duration to go SVSP	Amount and duration to go to CMF and CSPSAC	Amount and duration to go to all other Institutions
Opportunity 1	$125 x 60 days	$125 x 45 days	$125 x 30 days	N/A
Opportunity 3	$125 x 30 days	$125 x 30 days	$85 x 30 days	$85 x 30 days

22. Per Diem - 2nd & Subsequent Waves

Per Diem for Transfer over 50 miles only	Amount and duration to go to PBSP/HDSP/SVSP	Amount and duration to go to all other institutions.
All Opportunities	$125 x 30 days	$85 x 30 days

23. ATO In All Waves

	Moving 100 – 199 miles	Moving 200 – 399 miles	400+ miles OR 100+ miles to move to HDSP, CCC, PBSP & SVSP
ATO for those who move within 6 months of his/ her report date + In conjunction with ATO, an employee has the option of using up to ten (10) days of his/her own leave credits. Approval of such request shall not be unreasonably denied.	8 hrs of ATO + Up to 10 days of available leave credits	16 hrs of ATO + Up to 10 days of available leave credits	24 hrs of ATO + Up to 10 days of available leave credits

24. **Extraordinary Circumstances:** Should extraordinary circumstances arise, including, but not limited to, legislative or court action, that impacts Realignment, the parties shall meet and confer in good faith regarding the impact of such circumstances on this Side Letter and CCPOA membership.

CCPOA

Date: 9-29-11

State Employer

Date: 9-29-11

9-29-11

8:20 pm.

In relation to this agreement regarding realignment, CCPOA and DPA/CDCR, shall meet within 7 days to discuss promotional opportunities for Unit 6 personnel currently being filled by retired annuitants.

9-29-11

9-29-11

9-29-11

8:25 pm.

THE FOLLOWING CONSTITUTES AN AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CALIFORNIA CORRECTIONAL PEACE OFFICERS' ASSOCIATION (CCPOA) REGARDING THE CLOSURE OF THE SOUTHERN YOUTH CORRECTIONAL RECEPTION CENTER AND CLINIC (SYCRCC)

WHEREAS, the STATE OF CALIFORNIA provided the CALIFORNIA CORRECTIONAL PEACE OFFICERS' ASSOCIATION (CCPOA) with notice and CCPOA requested to meet and confer regarding the impact of the closure of SYCRCC, and;

WHEREAS, CCPOA and the STATE have arrived at the following agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bargaining Unit 6 (BU6) employees impacted by the closure of SYCRCC who are eligible to transfer to an adult Correctional Officer position will be offered the opportunity to participate in the bid process described in paragraphs 14, 17 and 18 of the Realignment Side Letter Agreement dated September 29, 2011.

2. The options process initiated at SYCRCC shall be suspended for BU6 employees who are eligible to transfer to an adult Correctional Officer position, no action will be taken with regard to the options worksheets distributed to them on or about September 22, 2011 and they will participate in the processes described in paragraphs 14, 17 and 18 of the Realignment Side Letter Agreement dated September 29, 2011.

3. During the "First Opportunity" process described in paragraph 14 of the Realignment Side Letter Agreement dated September 29, 2011, BU6 employees who are eligible to transfer to an adult Correctional Officer position will be permitted to bid for the OTAP and PIE positions at other Division of Juvenile Justice (DJJ) facilities identified in the attached chart.

4. The State agrees to make six (6) Southern YCO transportation positions available for BU6 employees impacted by the SYCRCC closure during the Voluntary Transfer Process described in paragraph 14 of the Realignment Side Letter Agreement. If any such positions remain unfilled after the Voluntary Transfer Process is completed, they will be offered during the Statewide Bid Process and the SROA/Layoff Process described in paragraphs 17 and 18 of the Realignment Side Letter Agreement.

5. Impacted BU6 employees who are placed into an adult classification will be permitted to attend the appropriate transitional academy. Temporary reassignment and/or redirection shall not preclude the employee from attending the academy.

6. In the event an SYCRCC employee is unable to successfully complete the transitional academy after being awarded a position in an adult classification, the employee will be subject to the SROA/Layoff process. Such employee will be permitted to return to a DJJ position for which the employee is eligible only if a vacant DJJ position remains available after "Opportunity Three."

   An employee who is laid off pursuant to this section will be placed on the re-employment list for their DJJ classification.

7. Any Youth Correctional Counselor (YCC) or any other non-uniformed peace officer who, as a result of the SYCRCC closure, is placed into a peace officer classification which requires a uniform will be provided with a uniform allowance upon the successful completion of the transitional academy for the new classification, on or about December 15, 2011.

8. BU6 employees impacted by the closure of SYCRCC who are not eligible to transfer to an adult Correctional position will be placed or laid off according to the placement options process which was initiated on or about September 22, 2011.

9. Pursuant to the State Personnel Board (SPB) probationary law and rules, employees who are currently serving a probationary period in their current classification shall complete the remaining portion of their probationary period in their new comparable classification.

   Employees who have completed a probationary period in their current classification shall not be required to complete a probationary period in their new comparable classification unless required by SPB law and rules.

10. DJJ impacted employees who have completed an apprenticeship program will not be required to complete a new apprenticeship program if placed in a DAI institution and classification. Notwithstanding this waiver of the apprenticeship program, the impacted employee must complete the DAI components within one year of placement.

    DJJ employees who transfer to adult institutions and who have completed an apprenticeship program prior to transfer will be allowed to participate in all institutional bids including vacation and the continuous bid process upon arrival at the institution even though they have not completed the DAI components referenced above.

    For employees who transfer from SYCRCC to a position within DAI and who have completed an apprenticeship program prior to transfer, step pay increases will not be contingent upon completion of the DAI components.

11. DJJ impacted employees who have not completed an apprenticeship program and transfer to a position which requires an apprenticeship programs shall receive credit for apprenticeship hours served, if any, and will continue the apprenticeship program in the new classification.

12. Impacted BU6 employees from SYCRCC shall be provided time off as described in paragraph 23 of the Realignment Side Letter Agreement dated September 29, 2011. At the discretion of SYCRCC management, employees may be granted additional time off prior to January 3, 2012, using employee leave credits.

13. SYCRCC employees accepting a position at another DJJ facility shall be allowed to participate in the vacation bid process at their receiving facility.

14. Impacted BU6 employees who are placed into an adult Correctional Officer position during "Opportunity One" or "Opportunity Three" as described in the Realignment Side Letter Agreement are entitled to the "First Wave" per diem payments as provided in paragraph 22 of the Realignment Side Letter Agreement.

15. From December 31, 2011 through December 30, 2013 if SYCRCC is re-opened by CDCR and uses classifications that displaced employees have vacated or transferred into, the following shall apply:

    a. The Department shall designate the number of positions and classifications available;

b. The number of and classification of positions designated under this section shall not limit the Department's ability to carry out its mission and is made at the sole discretion of the Department;
c. Impacted employees affected by this closure and who remain employed by CDCR shall retain a one-time right of refusal to transfer to the identified positions;
d. The number of positions for each Bargaining Unit 6 classification shall not be less than 50%. The 50% threshold remains in effect until the entire list of impacted employees is exhausted;
e. Selections to the identified positions shall be made based on BU 6 seniority.
f. It shall be the responsibility of an affected employee to apply for a position at the facility and declare that they are a displaced employee subject to this agreement.

16. This agreement represents the complete understanding of the parties concerning the above-referenced implementation.

17. This agreement concerns only the above-referenced implementation and shall not serve as precedent for any other matter.

18. This agreement is subject to the provisions of Section 27.01 of the 2011-2013 MOU.

Date: October 10, 2011

For The State:

For CCPOA:

DJJ OTAP Need
September 28, 2011

	PY Equivalent	OTAP	PIE
Youth Correctional Counselor			
VYCF	9	5	4
OHC	6		6
NAC	8	5	3
Sub-Total	23	10	13
Youth Correctional Officers			
VYCF	3		3
OHC	2		2
NAC	2		2
Sub-Total	7	0	7
TOTAL	30	10	20

10/3/11
3:34 PM
TA'd
Michelle Arteaga

PASSED 9/29/2011
10:28 AM

TA
3:34 PM
10-03-2011