

DEPARTMENT OF PERSONNEL ADMINISTRATION

OFFICE OF THE DIRECTOR
1515 "S" STREET, NORTH BUILDING, SUITE 400
SACRAMENTO, CA 95811-7258



June 22, 2012

The Honorable Mark Leno
Chair, Joint Legislative Budget Committee
State Capitol, Room 5100
Sacramento, California 95814

Re: *Tentative Agreements for: Bargaining Unit 5, the California Association of Highway Patrolmen (CAHP), Bargaining Unit 6, the California Correctional Peace Officers Association (CCPOA), Bargaining Unit 8, CDF Firefighters (CDFF), Bargaining Unit 12, the International Union of Operating Engineers (IUOE), Bargaining Unit 16, the Union of American Physicians and Dentists (UAPD), and Bargaining Unit 18, the California Association of Psychiatric Technicians (CAPT)*

Recently the Department of Personnel Administration reached new tentative agreements with the unions representing the bargaining units listed above. These agreements will be addenda to the current memoranda of understanding. In accordance with Government Code Section 3517.63(b), these addenda are being submitted for the Committee's information.

All agreements contain similar provisions, and in a common effort to assist the State in achieving 2012-2013 budget savings each bargaining unit has agreed to the provision known as the Personal Leave Program of 2012 (PLP 2012). This compensation reduction program is equal to an eight hour reduction in pay in exchange for a day off each month, and shall remain in effect for 12 months. All agreements are effective July 1, 2012, and contain salary savings. However, because each bargaining unit has its own distinct operational provisions, an individual summary for each agreement is attached.

In total, these agreements represent a savings of approximately \$239 million.

The tentative agreements and their summaries can be found by going to the following link:
<http://www.dpa.ca.gov/bargaining/contracts/index.htm>.

If you have any questions, please contact Jodi LeFebre, Legislative Affairs at (916) 323-8490.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Chapman".

Julie Chapman
Acting Director

Attachments

cc: Members, Joint Legislative Budget Committee
Peggy Collins, Principal Consultant, Joint Legislative Budget Committee
David Lanier, Legislative Deputy, Office of Governor Brown
Mac Taylor, Legislative Analyst, Office of the Legislative Analyst

ecc: Marianne O' Malley, Director Gen. Government Office of the Legislative Analyst	Maureen Ortiz, Consultant Senate Appropriations Committee
Nick Schroeder, Consultant Office of the Legislative Analyst	Geoff Long, Chief Consultant Assembly Appropriations Committee
Richard Gillihan, Asst. Program Budget Manager Department of Finance	Roger Dunstan, Consultant Assembly Appropriations Committee
Craig Cornett, Chief Fiscal Policy Advisor Office of the Pro Tem	Pamela Schneider, Consultant Senate PE&R Committee
Charles Wright, Chief Consultant Office of the Pro Tem	Karon Green, Chief Consultant Assembly PER&SS Committee
Chris Woods, Budget Director Office of the Speaker	Gary Link, Consultant Senate Republican Caucus
Greg Campbell, Chief Consultant Office of the Speaker	Terry Mast, Consultant Assembly Republican Caucus
Seren Taylor, Staff Director Senate Republican Fiscal Office	Alene Shimazu, Chief Fiscal Analysis, DPA
Chantele Denny, Consultant Senate Republican Fiscal Office	Pam Manwiller, Acting Deputy Chief Labor Relations, DPA
Anthony Archie, Consultant Assembly Republican Fiscal Office	Randy Fisher, LRO Labor Relations, DPA
Peter Schaafsma, Staff Director Assembly Republican Fiscal Office	Cindee Fonseca, LRO Labor Relations, DPA
Keely Bosler, Staff Director Senate Budget Committee	Shawn Ramirez, LRO Labor Relations, DPA
Kris Kuzmich, Consultant Senate Budget Committee	Stephen Booth, LRO Labor Relations, DPA
Christian Griffith, Staff Director Assembly Budget Committee	Mark Rodriguez, LRO Labor Relations, DPA
Mark Martin, Consultant Assembly Budget Committee	
Bob Franzoia, Staff Director Senate Appropriations Committee	

BU 5

Most Favored Nations

June 7, 2012

Proposed by : State of California

TA Team memo
[Signature]

12:45 pm
passed
June 7, 2012

- A. In the event another state bargaining unit receives economic provisions which exceed the provisions of the 2012 MOU amendments to the Bargaining Unit 5 contract, the CAHP will be offered the opportunity to meet and confer in good faith and discuss similar or equivalent increases.
- B. If any state bargaining unit negotiates a Personal Leave Program or other salary reduction program at a rate of less than eight (8) hours per month, or with other less-restrictive requirements on the program than that negotiated by the Bargaining Unit 5, the CAHP shall be offered those same provisions.
- C. If any benefit or economic improvement already contained in the Bargaining Unit 5 Agreement is provided to another state bargaining unit during the 2012 negotiations (excluding health care or specific classification changes), the CAHP will be given the opportunity to implement an economically equivalent benefit during the term of the PLP program or other salary reduction program negotiated in 2012 for twelve (12) consecutive months following implementation of the program.
- D. This Most Favored Nations only applies to the twelve consecutive months following implementation of the PLP or salary reduction program July 1, 2012 to June 30, 2013.

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TA
TA

12:7-
passed
6-7-12

2012 SIDE LETTER
AGREEMENT

This agreement is a Side Letter to the current Memorandum of Understanding (contract), entered into by the State of California (State or State Employer) and the California Association of Highway Patrolmen (Union). The purpose of this Side Letter is to assist in effectuating 2012-2013 Budget Savings to State employee compensation, as mandated in the State Budget and related legislation, and to continue to promote harmonious labor relations between the State and the Union.

The State Employer and the Union do hereby agree as follows:

1. Personal Leave Program

- a. Effective July 1, 2012, Each full-time employee's monthly pay shall be reduced by 4.62%.
- b. This reduction shall not affect transfer determinations between state civil service classifications.
- c. Compensation for purposes of lump sum cash outs, retirement, death, and disability benefits shall not be affected by this reduction and shall be based on the unchanged salary rate.
- d. Service calculation for purposes of retirement allowances shall be based on the amount of service that would have been credited based on the unchanged salary rate.
- e. Part-time employees shall be subject to the pay reduction on a pro-rated basis consistent with their time base.
- f. Effective July 1, 2012, all Bargaining Unit 5 members shall participate in the Personal Leave Program (PLP) for a period of twelve (12) consecutive months. Each full-time employee will continue to work his/her assigned work schedule and will be credited with eight (8) hours of PLP in each of the twelve (12) consecutive months.
- g. PLP credits shall be requested and used by the employee in the same manner as vacation, annual leave or sick leave in accordance with Departmental policies and applicable contract provisions. Employees shall be encouraged to use PLP hours in the month in which they are earned. Employees shall also be encouraged to use PLP hours before any other leave, except sick leave.
- h. If any employee accumulates PLP hours under this program, these hours shall not be subject to the 816 hour leave credit cap. PLP credits earned in any prior PLP

or VPLP programs shall be kept separate from any PLP credits earned as a result of this Agreement.

- i. PLP credits may be donated or transferred to appropriate leave banks in a manner similar to the transfer of vacation or annual leave. An employee receiving the benefits of a catastrophic leave bank must first exhaust all leave credits prior to eligibility for donated leave.
- j. Employees on a leave of absence without pay shall not participate in the PLP. Employees on military leave shall not participate in PLP. Additionally, the employee's 30 calendar days of military leave compensation, or any supplemental pay provided pursuant to the military leave statutes, shall not be reduced for the purposes of PLP.
- k. Employees who are on temporary disability, industrial disability leave, non-industrial disability leave, LC 4800.5 time or involuntary leave for the entire pay period are excluded from the PLP regardless of whether or not they supplement their disability payment. Employees who are on disability for a partial month, or working while on disability, regardless of whether or not they supplement, are included in the PLP for all time not covered by the disability/supplementation. This means that employees will receive the unreduced salary for any period of disability, including supplementation, during that pay period, with the remaining days being paid at the reduced rate and will receive a pro-rated amount of PLP credit, up to eight (8) hours.
- l. Holidays are not subject to PLP if the employee is on disability for the entire pay period. However, if the employee works while on IDL or works a partial month and a holiday falls during this working time, the holiday compensation shall be subject to a PLP reduction.
- m. When separations are effective July 1, 2012 and after, lump sum payments shall be based on the employee's unreduced salary. PLP credits accrued prior to the employee's separation date shall be paid the same as vacation, based on the employee's unreduced salary.
- n. Prior to separation, any unused PLP credits can be rolled over to deferred compensation plans, within the limits of the 457 and 401K plans.

2. **24/7 operations**

- a. Employees shall participate in a Personal Leave Program for twelve consecutive months commencing in July 2012. Each full time employee will continue to work his/her assigned work schedule and will be credited with eight (8) hours of PLP in each of the twelve consecutive months. Employees shall be encouraged to use PLP hours in the month in which they are earned. Employees shall also be encouraged to use PLP hours before any other leave, except sick leave. If an employee accumulates PLP hours under this program, these hours shall not be subject to the 816 hour cap.

3. Contract Extension

- a. The terms of the parties' current collective bargaining agreement shall be extended for five years from its current expiration date, to July 3, 2018.
- b. This contract extension does not change the parties' legal rights with respect to any statutory or constitutional changes affecting pensions that may be enacted after the date the parties agree to the extension.

Department of Personnel Administration
 Bargaining Unit 05
 Highway Patrol
 2012 Side Letter Agreement
 (Savings) / Cost
 (Dollars in Thousands)

CND	2012-2013 Contract Program	7/1/2012	2012-13			2013-14			2014-15			2015-16			2016-17			2017-18			2018-19			Total Incremental			Total Budgetary			
			GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	
RO5	2012-2013 Inver Agreement Contract Program	7/1/2012	\$	\$4,245	\$4,245	\$	\$7,441	\$7,441	\$	\$7,669	\$7,669	\$	\$7,698	\$7,698	\$	\$7,698	\$7,698	\$	\$7,695	\$7,695	\$	\$9,204	\$9,204	\$	\$45,807	\$45,807	\$	\$185,199	\$185,199	
RO5	Health, GC 23871.6 & Contract (85780)***	7/1/2012	\$	\$4,245	\$4,245	\$	\$7,441	\$7,441	\$	\$7,669	\$7,669	\$	\$7,698	\$7,698	\$	\$7,698	\$7,698	\$	\$7,695	\$7,695	\$	\$9,204	\$9,204	\$	\$45,807	\$45,807	\$	\$185,199	\$185,199	
RO5	Salary Survey (including OFEB Sec. 22944.3 (a)****	7/1/2013	\$	\$4,117	\$4,117	\$	\$59,525	\$59,525	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RO5	Pension Redirection back to OFEB (2%)	7/1/2013	\$	\$11,162	\$11,162	\$	\$11,162	\$11,162	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RO5	OFEB Sec. 22944.3 (c) (State Match of OFEB Sec. 22944.3 (a) and (b))	7/1/2013	\$	\$11,162	\$11,162	\$	\$11,162	\$11,162	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RO5	Additional 2% Employee Contribution to Retirement	7/1/2013	\$	\$8,462	\$8,462	\$	\$11,241	\$11,241	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RO5	Total		\$	\$8,462	\$8,462	\$	\$72,658	\$72,658	\$	\$16,299	\$16,299	\$	\$112	\$112	\$	\$112	\$112	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

* Included in the budget as of 2012-13 May Revision.
 ** These numbers are for informational purposes only. The 2012-13 numbers are included in the current budget. The one-year numbers will be included in future budgets.
 *** This does not include the 2013 estimated health rate increase as 2013 rates will not be adjusted until after the expiration of this contract.
 **** Salary survey estimates based on known compensation factors identified in current contracts for the 5 surveyed jurisdictions. 5 jurisdictions contracts expire between 2013-2015.

CND	2012-2013 Contract Program	7/1/2012	2012-13			2013-14			2014-15			2015-16			2016-17			2017-18			2018-19			Total Incremental			Total Budgetary			
			GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	
RO5	2012-2013 Inver Agreement Contract Program	7/1/2012	\$	\$4,245	\$4,245	\$	\$7,441	\$7,441	\$	\$7,669	\$7,669	\$	\$7,698	\$7,698	\$	\$7,698	\$7,698	\$	\$7,695	\$7,695	\$	\$9,204	\$9,204	\$	\$45,807	\$45,807	\$	\$185,199	\$185,199	
RO5	OFEB Sec. 22944.3 (b)	7/1/2012	\$	\$179	\$179	\$	\$179	\$179	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RO5	OFEB redirected to Pension (2%)	7/1/2013	\$	\$11,162	\$11,162	\$	\$11,162	\$11,162	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
RO5	Total		\$	\$5,586	\$5,586	\$	\$9,782	\$9,782	\$	\$7,669	\$7,669	\$	\$7,718	\$7,718	\$	\$7,713	\$7,713	\$	\$7,705	\$7,705	\$	\$9,204	\$9,204	\$	\$51,329	\$51,329	\$	\$244,384	\$244,384	

OFEB contributions from employees will reduce the State retiree health cost over the long term, but they are not likely to reduce the State OFEB costs over the short term.