Management Counter Proposal

Bargaining Unit: 16  Date: 6/10/2021

Exclusive Representative: UAPD

Article: Side Letter #

Subject: Employee Compensation

This Agreement is a Side Letter of the current Memorandum of Understanding (MOU) effective July 1, 2020 through July 1, 2022, between the Union of American Physicians and Dentists (UAPD), Bargaining Unit 16 (BU 16) and the State of California (State). As identified in the State’s notice to UAPD 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 warranted renewed discussions as provided for in Side Letter 4 – Contract Reopener – Elimination of Pay Decreases of the BU 16 MOU.

The provisions of this Side Letter become effective the pay period following ratification of by both parties.

This Side Letter modifies the following sections in the 2020-2022 MOU as follows:

Section 7.8 – Assignment and Payment of Medical Officer of the Day

Effective the first day of the pay period following ratification by both parties and expiring with the June 2023 pay period, the Department of State Hospitals will be added to subsection I of section 7.8. This will effect a four hour minimum requirement for Medical Officer of the Day pay for the Department of State Hospitals.

Section 9.25 – Personal Leave Program 2020

Effective the first day of the pay period following ratification by both parties, the Personal Leave Program 2020 (PLP 2020) will end. This will result in the elimination of the 9.23 percent reduction of employees' pay. Employees will no longer receive PLP 2020 leave credits effective the first day of the pay period following ratification. Provisions related to the use and compensability of PLP 2020 leave credits will remain unchanged.

Section 10.4 – Salaries and Allowances

1. Effective the first day of the pay period following ratification by both parties, all Unit 16 employees shall receive a General Salary Increase of 5.06 percent. This salary increase includes 0.06 percent to account for the compounding of the 2.5 percent
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GSI negotiated in 2020 and a new GSI of 2.5 percent. This provision shall replace paragraph 1 under subsection A of 10.4.

2. A new paragraph numbered 2, will be added to 10.4 (A) providing a 2 percent GSI effective July 1, 2022.

3. Effective the first day of the pay period following ratification by both parties, a new paragraph numbered 3, will be added to 10.4 (A) increasing the maximum (MAX) of ranges D, U, and Y in classifications 7551, 7552, 7565, and 7644 by 10 percent. Employees at MAX salary for 12 qualifying pay periods or more as of the first day following the pay period of ratification by both parties shall be moved to the new maximum of the range. All other employees shall retain their salary and salary anniversary dates.

4. Effective the first day of the pay period following ratification by both parties, a new paragraph numbered 4 will be added to 10.4 (A) increasing the maximum (MAX) of ranges C, U, and Y, in classifications 7657 and 7977 by 10 percent. Employees at MAX salary for 12 qualifying pay periods or more as of the first day following the pay period of ratification by both parties shall be moved to the new maximum of the range. All other employees shall retain their salary and salary anniversary dates.

The following shall be added to section 10.4 subsection B. Salary Differential (Recruitment and Retention):

Effective the first day of the pay period following ratification by both parties, a new paragraph numbered 4, will be added to section 10.4 (B) establishing a new retention and recruitment differential of 10 percent for classifications 7784, 7785, and 7826.

The following section shall be added to section 10.4 - Salaries and Allowances as a new subsection E:

E. Pay Differential 324

1. Effective the pay period following ratification by both parties, Pay Differential 324 is amended to include the following classifications: 7616, 7618, and 7619. The Pay Differential is further amended to include an additional payment of $5,000 dollars with 60 consecutive qualifying pay periods treating patients in-person, on grounds or at a facility more than 50% of the pay period; and an additional $5,000 dollars payable after 84 consecutive qualifying pay periods treating patients in-person, on grounds or at a facility more than 50% of the pay period. The Pay Differential is further amended to include each of the Department of
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State Hospital locations. This differential applies only to those performing qualifying duties as of the effective date of this Side Letter.

2. For purposes of implementation, effective the first pay period following ratification by both parties, eligible employees hired prior to the first day of the pay period following ratification shall receive the amount defined within the pay differential not to exceed two payments of $5,000 (i.e., 6 and 24, 24 and 60, or 60 and 84 qualifying pay periods)

3. After implementation, all existing pay differential criteria are applied.

4. Treatment of the qualifying pay periods and proration outlined in the pay differential shall remain unchanged.

5. Telemedicine and telepsychiatry services do not qualify for the 60 and 84 months bonus.

6. Management initiated redirections or changes in assignment will not disqualify the employee from receiving the pay differential.

7. For the purpose of counting qualifying time towards eligibility for payment of the pay differential, approved leaves of absence such as maternity/paternity leave, medical leave, FMLA or military leave shall not be considered a break in service or considered to break the consecutive month requirement.

Section 10.13 – Licensure - Continuing Medical Education

Effective the first day of the pay period following ratification by both parties, subsection B of section 10.13 is amended by increasing the annual payment on July 1 from $1,000 dollars to $2,500 dollars. Section 10.13 is further amended by striking subsection C. No other changes to the section are made.

Section 17.4 – Duration

Effective upon ratification by both parties, section 17.4 is amended by changing the expiration date of the MOU to July 1, 2023, from July 1, 2022; effecting a one year extension of the MOU.

Section 18.8 (C) – Prefunding of Post-Retirement Health Benefits

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution of 1.4% for prefunding other
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post-employment benefits, as described in section 18.8 will resume and shall be withheld from employees' salaries beginning the first day of the pay period following ratification by both parties.

**Side Letter 4 - Contract Reopener – Elimination of Pay Decreases**
Side Letter 4 is no longer operable and is retained only for historical purposes during the term of the MOU.

**Side Letter – NEW – Premium/Essential Worker Pay**
Upon the finalization of the Federal regulations in 31 CFR Part 35 as detailed in the Interim Final Rule regarding premium/essential worker pay as authorized within the American Rescue Plan Act of 2021, UAPD and the State will meet and confer regarding essential worker premium pay within 60 days of the release of the final Federal regulations in 31 CFR Part 35.

**Recruitment and Retention Report**

The State agrees to submit the Recruitment and Retention Report specified under section 20.2 (D) to the respective parties by August 30, 2021.

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Labor Relations Officer
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Executive Officer
UAPD