

**Side Letter of Agreement between  
California Association of Professional Scientists and the State of California**

**BU 10**

**June 25, 2020**

**COVID-19 Recession Side Letter of Agreement between California Association of Professional Scientists and the State of California**

The COVID-19 Recession requires a reduction to the budgets in fiscal years 2020-21 and 2021-22 of 9.23% for employees represented by CAPS. CAPS and the State enter into this side letter agreement which effectuates these cuts and any offsets. This side letter is effective upon ratification by the parties and continues until June 30, 2022.

1. The parties agree that the reductions shall be achieved by the implementation of a Personal Leave Program (PLP). The components of which are attached hereto as Section 3.23 (new).
2. The parties agree that the employees' contribution to OPEB will be suspended for the term of this side letter consistent with the modification of Section 8.9 (Prefunding of Post-Retirement Health Benefits), which is attached.
3. The parties agree to accelerate the reduction in Retirement contribution from July 2021 to July 1, 2020. Section 8.1 and Section 8.2 are modified to effectuate the reduction.
4. The parties agree upon the reopener language attached to this agreement as Section 2.1.1 (new) (Contract Reopener Language-Elimination of Pay Decreases and Suspension). The parties, as specified in the re-opener would meet to discuss the reinstatement of any affected sections and the elimination of the PLP 2020 program.
5. The parties agree upon the expansion of the 640-hour cap to offset the accrual of hours likely due to PLP 2020. The components of which are attached in Article 3, Leaves, as Sections 3.1 and 3.13, respectively.
6. The State shall not implement a furlough program or seek additional employee compensation reductions while BU 10 is subject to the Personal Leave Program (PLP) 2020 during the duration of this Side Letter Agreement.

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Principal Labor Relations Officer, CalHR

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**Article: 3.23 (new)**

**Subject: Personal Leave Program – 2020**

Effective with the first day of the July 2020 pay period through the June 2022 pay period, employees will be subject to the Personal Leave Program 2020 (PLP 2020) for 2 days or 16 hours per month in the manner outlined below. PLP 2020 shall have no cash value and may not be cashed out prior to separation.

- A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.
- B. Each full-time employee shall be credited with 16 hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program.
- C. Salary rates and salary ranges shall not be reduced.
- D. Employees will be given discretion to use PLP 2020 in the same manner as vacation/annual leave (Sections 3.1 and 3.13, respectively) subject to operational considerations.
  - 1. Employees are encouraged use the leave in the pay period it was earned. All leave not used within the pay period shall be carried over.
  - 2. PLP 2020 time must be used before any other paid leave with the exception of sick leave and Professional Development Days.
  - 3. Employees may elect to use PLP 2020 in lieu of approved sick leave.
  - 4. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave.
- E. Whenever practicable employees should use all leave earned under PLP 2020 prior to voluntary separation. Appointing powers may schedule employees to take PLP 2020 time off to meet the intent of this section. If an employee's separation is not voluntary and the separation date cannot be extended PLP 2020 shall be cashed out.
- F. Time during which an employee is excused from work because of PLP 2020 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.
- G. A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits they would have received had the PLP 2020 not occurred.
- H. PLP 2020 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.

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- I. PLP 2020 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.
- J. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications or movement between ranges.
- K. Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base consistent with the chart in Article 4.1K.
- L. PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section P below.
- M. PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- N. Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from PLP 2020 for that month.
- O. Seasonal and temporary employees are not subject to PLP 2020.
- P. All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

<b>Hours Worked During Credit Pay Period</b>	<b>Hours of PLP 2020 Credits</b>
0-10.9	1
11-30.9	2
31-50.9	4
51-70.9	6
71-90.9	8
91-110.9	10
111-130.9	12
131-150.9	14
151 or over	16

- Q. Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2020 shall be at the discretion of the employee. If the employee elects to discontinue or make changes to their participation in VPLP, they shall be allowed to opt out or make changes to their election at any time during the PLP 2020 program.
- R. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.




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**ARTICLE 8 — RETIREMENT**

**8.9 Prefunding of ~~Postretirement~~ Post-Retirement Health Benefits**

The State and Bargaining Unit 10 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 10; and agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

A. Beginning July 1, 2017, the State and Bargaining Unit 10 will prefund retiree healthcare with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation;

1. July 1, 2017: by 0.7 percent,
2. July 1, 2018: by 0.7 percent, for a total of 1.4 percent,
3. July 1, 2019: by 1.4 percent, for a total of 2.8 percent.

B. After July 1, 2019, the contribution percentages described in paragraph A shall be adjusted based on actuarially determined total normal costs. Adjustments to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent from the total normal cost contribution percentages in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than July 1, 2020, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed 0.5 percent per year. ~~Beginning July 1, 2021, the employee contribution shall return to the rate in effect July 1, 2019.~~

C. Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution for prefunding other post-employment benefits for the 2020-21 and 2021-22 fiscal years, as described in paragraphs A and B, is suspended and shall not be withheld from employees' salaries beginning on the first day of the pay period following ratification, and ending on June 30, 2022. The employer's monthly contribution for prefunding other post-employment benefits will continue in the 2020-21 and 2021-22 fiscal years, as described in paragraphs A and B.

~~D.C.~~ Employees Subject to Other Post Employment Benefit (OPEB) Prefunding

All Bargaining Unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than half-time, do not contribute. ~~The employee-prefunding contribution for a permanent intermittent employee shall be based on a ratio~~

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~~comparing their annual scheduled hours of work in comparison to those of a corresponding permanent employee for that position. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 10 shall begin contributing immediately, unless they are not subject, as set forth above.~~

**E.D. Withholding of Contributions**

~~Contributions shall be withheld from employee salary on a pre-tax basis, except for employees on-receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office, in which case contributions will be withheld post-tax. Positive pay employee contributions shall be taken in arrears, based on the prior month's hours worked. Positive pay employees paid semi-monthly, will have the whole month's contributions withheld from the second warrant during each monthly pay period.~~

- ~~1. Employees with a single hourly appointment shall have contributions withheld only up to the amount that would have been deducted had the employee held a full-time appointment.~~
- ~~2. Employees with an appointment subject to OPEB prefunding and an additional appointment in a bargaining unit not subject to OPEB prefunding, shall have contributions withheld only from the appointment subject to OPEB prefunding.~~
- ~~3. Employees with multiple appointments subject to OPEB prefunding shall have contributions computed by combining all subject appointments, provided the results do not exceed the amount earnable in full-time employment, as follows:
 
  - ~~a. Employees with a full-time appointment and an additional appointment (e.g., hourly), shall have contributions withheld from the full-time appointment only.~~
  - ~~b. Employees with multiple part-time or hourly appointments, shall have contributions withheld from any/all appointments, up to the amount that would have been deducted had the employee held a full-time appointment.~~~~

~~If an employee has multiple hourly appointments, the highest pay rate will be used to compute what the deduction would be if the employee held a full-time appointment at that pay rate. For employees with a part-time and hourly appointment, the deduction amount will be computed based upon the part-time appointment's pay rate.~~

~~F.E. Contributions will be deposited in the designated state subaccount for BU 10 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health and dental benefits to state annuitants and dependents associated with BU 10. As defined in Government Code Section 22940, a designated state subaccount is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."~~




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**G.F.** Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or their beneficiary or survivor.

**H.G.** The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

**I.H.** The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

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**ARTICLE 8 — RETIREMENT**

**Section 8.1 Miscellaneous/Industrial - First Tier Members: First Tier A (2% at age 55), First Tier B (2% at age 60), and (PEPRA) First Tier (2% at age 62) Formulas/Contribution Rate/Final Compensation Earnable**

- A. First Tier retirement members first employed by the State prior to January 15, 2011 are subject to the First Tier A retirement formula.
- B. First Tier retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 are subject to the First Tier B Retirement Formula. The First Tier B Retirement formula does not apply to:
- Former state employees who return to state employment on or after January 15, 2011.
  - State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).
  - State employees on approved leave of absence prior to January 15, 2011 who return to active employment on or after January 15, 2011.
  - Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to January 15, 2011.

The above categories are subject to the First Tier A retirement formula.

- C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- D. The table below lists the age/benefit factors for First Tier A, First Tier B, and PEPRA First Tier retirement formulas.

Age at Retirement	First Tier A Formula (2% at age 55) Employees hired prior to January 15, 2011	First Tier B Formula (2% at age 60) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA First Tier Formula (2% at age 62) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A

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Age at Retirement	First Tier A Formula (2% at age 55) Employees hired prior to January 15, 2011	First Tier B Formula (2% at age 60) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA First Tier Formula (2% at age 62) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
51	1.280	1.156	N/A
52	1.460	1.224	1.000
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67 and over	2.500	2.418	2.500

**E. Employee Retirement Contribution**

- As stated in Government Code Section 20677.71, effective May 16, 2011, miscellaneous and industrial members in the First Tier retirement or the ARP, subject to social security, shall contribute eight percent (8%) of monthly compensation in excess of \$513.00 for retirement. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of \$317.00 for retirement.
- As stated in Government Code Section 20683.2, Industrial members shall pay an additional one percent (1%) employee retirement contribution to retirement. Effective




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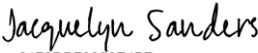
July 1, 2013, Industrial members subject to social security shall contribute nine percent (9%) of pensionable compensation in excess of \$513.00 to retirement.

3. Industrial members not subject to social security shall contribute ten percent (10%) of pensionable compensation in excess of \$317.00 to retirement.
  
4. The employee contribution rates described in 8.1(E)(1), 8.1(E)(2), and 8.1(E)(3) for First Tier A, First Tier B, and PEPRA First Tier retirement formulas shall remain in effect up until the time that CalPERS has determined that (a) the total normal cost rate for the 2016-17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.1(E)(1), 8.1(E)(2), or 8.1(E)(3), respectively. After CalPERS determines (a) and (b) above have been met, the employee contribution rate for miscellaneous or industrial members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to the employee contribution in any given fiscal year shall not exceed 1 percent per year. Beginning July 1, 2020 2024, the employee contribution shall return to the rate in effect as described in 8.1(E)(1), 8.1(E)(2), or 8.1(E)(3), respectively.

**F. Final Compensation**

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

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**ARTICLE 8 — RETIREMENT**

**8.2 Retirement - Safety Members State Safety A Formula (2.5% at age 55), State Safety B Formula (2% at age 55) and Public Employees' Pension Reform Act (PEPRA) State Safety Formula (2% at age 57)**

- A. State Safety retirement members first employed by the State prior to January 15, 2011 are subject to the State Safety A retirement formula.
- B. State Safety retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 are subject to the State Safety B Retirement Formula. The State Safety B Retirement Formula does not apply to:
  - Former state employees who return to state employment on or after January 15, 2011.
  - State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).
  - State employees on approved leave of absence prior to January 15, 2011 who return to active employment on or after January 15, 2011.
  - Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to January 15, 2011.

The above categories are subject to the State Safety A retirement formula.

- C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- D. The table below lists the age/benefit factors for State Safety A, State Safety B, and PEPRA State Safety retirement formulas.

Age at Retirement	State Safety A Formula (2.5% at age 55) Employees hired prior to January 15, 2011	State Safety B Formula (2% at age 55) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA State Safety Formula (2% at age 57) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.700	1.426	1.426



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Age at Retirement	State Safety A Formula (2.5% at age 55) Employees hired prior to January 15, 2011	State Safety B Formula (2% at age 55) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA State Safety Formula (2% at age 57) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
51	1.800	1.522	1.508
52	1.900	1.628	1.590
53	2.000	1.742	1.672
54	2.250	1.866	1.754
55 and over	2.500	2.000	1.836
56	N/A	N/A	1.918
57 and over	N/A	N/A	2.000

## E. Employee Retirement Contribution

1. As stated in Government Code Section 20683.2, State Safety members shall contribute an additional one percent (1%) retirement contribution. Effective July 1, 2013, State Safety members shall contribute ten percent (10%) of monthly pensionable compensation in excess of \$317.00 for retirement.
2. Effective July 1, 2014, State Safety members shall contribute an additional one percent (1%) retirement contribution. State Safety members shall contribute eleven percent (11%) of pensionable compensation in excess of \$317.00 for retirement.
3. The employee contribution rates described in 8.2(E)(2) for State Safety A, State Safety B, and PEPRA State Safety retirement formulas shall remain in effect until the time that CalPERS has determined that (a) the total normal cost rate for the 2016-17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.2(E)(2). After CalPERS determines (a) and (b) above have been met, the employee contribution rate for State Safety A, State Safety B, and PEPRA State Safety members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to employee contribution in any given fiscal year shall not exceed 1 percent per year. Beginning July 1, ~~2020~~ ~~2021~~, the employee contribution shall return to the rate in effect as described in 8.2(E)(2), above.




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F. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

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**Article New**

**2.1.1 Contract Reopener Language – Elimination of Pay Decreases and Suspensions**

- A. Effective the first day of the pay period following ratification through the June 2022 pay period, due to the significant economic impacts of the COVID-19 Recession, in accordance with Section 3517.6 of the Government Code, notwithstanding any other provision of law, the following economic provision of the existing memorandum of understanding (MOU), which requires the expenditure of funds for increased salaries and wages that was to become effective at any point during the 2020-21 or 2021-22 fiscal years, is hereby suspended:
- Paragraph B of Article 2.1 Salaries
- B. The remainder of the MOU, including economic terms of the agreement not specifically related to the various pay items listed in paragraph A, such as the amount necessary for the payment of compensation and employee benefits that were in effect prior to the 2020-21 fiscal year, shall continue in full effect, subject to the reductions agreed to in Article 3.23 (Personal Leave Program – 2020). Notwithstanding any other provisions of law, this MOU represents the only entitlement to payment of compensation and employee benefits.
- C. The determination of sufficient funding relative to this section and Article 3.23 shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:
1. If the Director of the Department of Finance, as a result of appropriate federal legislation providing additional funding to the state to address the impacts of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.
  2. If the Director of the Department of Finance, as a result of state revenue becoming sufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the cost of providing the various pay items that have been suspended or reduced as a result of the COVID-19 Recession, elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced.
- D. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the various pay items that have been suspended or reduced by operation of this provision or Article 3.23, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.
- E. In the event that neither of the circumstances in paragraph C occur and/or the Director of the Department of Finance does not restore, at their sole discretion, Paragraph B of Article 2.1 Salaries, the General Salary Increase of 5% shall become effective on July 1, 2022. However, if projected state revenues at the 2022-23 May Revision to the Governor's



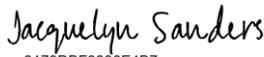
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Budget continue to be insufficient to fully fund existing statutory and constitutional obligations, existing fiscal policy, and the costs of providing the aforementioned pay increases to all eligible employees, the General Salary Increase of 5% shall become effective on July 1, 2023. Determination of funding availability relative to this section shall be at the sole discretion of the Director of the Department of Finance.

- F. Upon CAPS' request, during the term of the side letters, the parties shall meet to discuss the suspended item and/or the elimination or any reduction of the PLP 2020.
  
- G. No provision of this Article shall be subject to the grievance and arbitration procedure; this Article is specifically not subject to arbitration.

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**Article 3 – Leaves**

**3.1 Vacation Leave**

A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of 42 hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years..... 7 hours per month

37 months to 10 years..... 10 hours per month

121 months to 15 years..... 12 hours per month

181 months to 20 years..... 13 hours per month

20 years and over..... 14 hours per month

- B. An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee’s total State service before and after the absence.
- C. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted as qualifying service for vacation purposes set forth under Subsection A above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- D. Employees working less than full-time accrue vacation in accordance with the applicable CalHR rules.
- E. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her accrued vacation credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued vacation leave hours if an employee was unable to reduce his/her accrued hours because the employee:
  - 1. Was required to work as a result of fire, flood, or other extensive emergency;
  - 2. Was assigned work of a priority or critical nature over an extended period of time;
  - 3. Was absent on full salary for compensable injury;
  - 4. Was prevented by department regulations from taking vacation until December 31 because of sick leave;
  - 5. Was on jury duty; or



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6. Was prevented by the department head or designee from utilizing accrued vacation.

It is the employee's responsibility to utilize all vacation hours in excess of the 640 hours cap by the end of each calendar year unless otherwise prevented from doing so as enumerated in Items (1) through (6) above. Whenever an employee's vacation accumulation exceeds 640 hours, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use any hours which will exceed the cap by the end of the calendar year. If the employee does not use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take the excess time at the convenience of the department.

The 640 hour cap shall be increased by the equivalent number of Personal Leave Program (PLP) 2020 hours BU 10 employees have been subject to until June 30, 2025.

- F. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- G. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap in Subsection D at any time during a calendar year, the department head or designee has the right to order the employee to take vacation during the calendar year.
- H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each departmental head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules which have been established in a work unit, pursuant to the seniority provisions in this Section, shall not be affected by employee(s) entering the unit after the schedule has been established.
- I. Each department head or designee will make every effort to act on vacation requests in a timely manner.
- J. Vacations will be canceled only when operational needs require it.

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**BU 10**

**June 25, 2020**

**Article 3 – Leaves**

**3.13 Annual Leave**

- A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.
- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:
  - 1 month to 3 years..... 11 hours per month
  - 37 months to 10 years..... 14 hours per month
  - 121 months to 15 years..... 16 hours per month
  - 181 months to 20 years..... 17 hours per month
  - 20 years and over..... 18 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable CalHR rules. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules or memorandum of understanding. All provisions necessary for the administration of this Section shall be provided by CalHR rule or memorandum of understanding.

599. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609.

Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

- A. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- B. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over his/her accrued annual leave credits to the

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following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

The 640 hour cap shall be increased by the equivalent number of Personal Leave Program (PLP) 2020 hours BU 10 employees have been subject to until June 30, 2025.

- C. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued leave time.
- D. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E, the department may order the employee to take annual leave.
- E. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
- F. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- G. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section 3.2, Sick Leave, of this agreement.
- H. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 3.12 applies only to those in the annual leave program described above in this Section.
- I. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an Enhanced NDI benefit (50 percent of gross salary).

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**Article 3 – Leaves**

**3.21 No Mandated Reduction in Work Hours**

The State shall not implement a furlough program or seek additional employee compensation reductions while BU 10 is subject to the Personal Leave Program (PLP) 2020 ~~or a mandated Personal Leave Program during the duration of this Memorandum of Understanding.~~

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