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Management Proposal

Bargaining Unit: 7 **Date:** 6/24/2020

Exclusive Representative: CSLEA

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, this agreement is a side letter between the California Statewide Law Enforcement Association (CSLEA) and the State of California (State) and amends the 2019-2023 MOU as follows:

- Adds new Section titled: *Personal Leave Program 2020, expires June 30, 2022*
- Adds new Section titled: *Scheduled Wage Increase Pursuant to Labor Code 1182.12*
- Adds new Section titled: *Contract Reopener Language – Elimination of Pay Decreases and Suspensions*
- Adds new Section titled: *Pay Differentials #219 and #222 Amendment*
- Adds new Section 19.1 (B) (7): *Licensing Registration Examiner, DMV Special Salary Adjustment*
- Amends Section 12.3 titled: *Transportation Incentives and Parking Rates*
- Amends Section 19.6 titled: *Bilingual Premium*
- Amends Section 19.26 titled: *Longevity Pay Differential*
- Amends Section 21.1 titled: *Prefunding of Post-Retirement Health Benefits*

The above referenced new sections or amendments are the only modifications to the 2019-2023 MOU.

Kristine Rodrigues	6/24/2020	[signature]	6.24.20
Kristine M. Rodrigues Assistant Deputy Director Labor Relations, CalHR	Date	Kasey Christopher Clark General Counsel CSLEA	Date

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~~Management~~ CSLEA Counter-Proposal

Bargaining Unit: 7 **Date:** 6/24/2020

Exclusive Representative: CSLEA

Article: NA

Subject: Personal Leave Program – 2020

Effective ~~with the first day of~~ the July 2020 pay period ~~following ratification~~ 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~~.

A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%. Those employees in a 7k schedule will be adjusted accordingly.

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 remain unchanged.

D. Employees will be given discretion to use PLP 2020 subject to operational considerations.

    1. Where feasible, employees should use the leave in the pay period it was earned.

    2. PLP 2020 time must be used before any other leave with the exception of sick leave.

    3. Employees may elect to use PLP 2020 in lieu of approved sick leave.

    4. PLP 2020 shall be requested and used by the employee in the same manner as vacation/annual leave.

    5. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave.

E. ~~All leave earned under PLP 2020 must be used 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~~. PLP 2020 may be cashed out upon separation from State service.

F. Except as provide in Article 7.6N, ~~T~~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.

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. The employee's normal salary rate will be used for purposes of calculating overtime, pay differentials and leave cash-out.

J. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications.

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 Section 8.1.

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:

Hours Worked During Credit Pay Period	PLP 2020
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. 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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Management Proposal

Bargaining Unit: 7 **Date:** 6/24/2020

Exclusive Representative: CSLEA

Article: NA

Subject: Scheduled Wage Increase Pursuant to Labor Code 1182.12

Effective July 1, 2020, the minimum salary in the salary range for all CSLEA classifications shall be no less than $15 per hour.

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MANAGEMENT PROPOSAL

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Bargaining Unit: 7

Exclusive Representative: CSLEA

Article: Side Letter

Subject: Contract Reopener Language – Elimination of Pay Decreases and Suspensions

A. 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 provisions of the existing memorandum of understanding (MOU), which require the expenditure of funds for increased salaries and wages that were to become effective at any point during the 2020-21 or 2021-22 fiscal year, are hereby suspended:

- Section 19.1 Adjustment to Pay Ranges
  - General Salary Increases identified in A (2)
  - General Salary Increases identified in A (3)

- Employee contributions pursuant to Section 21.1 Prefunding of Post-retirement Health Benefits

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 the Personal Leave Program 2020 provision of this side letter. 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 the Personal Leave Program 2020 provision of this side letter 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 the Personnel Leave Program 2020 provision of this side letter, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.

MANAGEMENT PROPOSAL

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, Section 19.1 Adjustment to Pay Ranges, for both the July 1, 2020, 2.5% GSI, and July 1, 2021, 2.5% GSI shall become effective two years later on July 1, 2022, and July 1, 2023, respectively. However, if projected state revenues at the 2022-23 May Revision to the Governor's 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 July 1, 2020, 2.5% GSI shall become effective three years later 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. 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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		Current			
	MOU Section	**7/1/2020**	**7/1/2021**	**7/1/2022**	**7/1/2023**
GSI	**19.1 (A) 2**	2.50%			
	19.1 (A) 3		2.50%		
	19.1 (A) 4			3.75%/2.25%	
	Retirement			1.0%	1.0%/0.5%

		Proposed			
	MOU Section	**7/1/2020**	**7/1/2021**	**7/1/2022**	**7/1/2023**
GSI	**19.1 (A) 2**			2.5% Trigger →	
	19.1 (A) 3				2.50%
	19.1 (A) 4			3.75%/2.25%	
	Retirement			1.0%	1.0%/0.5%

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Management Proposal

Bargaining Unit: 7 **Date:** 6|24|2020

Exclusive Representative: CSLEA

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Article: NA

Subject: Amendment of Pay Differentials #219 and #222

The modifications below will be effective the first day of the pay period following ratification, but no earlier than September 1, 2020.

Pay Differential #219 for class code 1954, Peace Officer I, Department of Development Services is retitled to DDS Liaison Premium. This differential is only for employees in the classification of Peace Officer I at the Department of Development Services performing duties consistent with their classification specification.

In addition, the monthly $800 pay differential will be considered compensation and subject to PERS deductions. Part-time and intermittent employees shall receive a pro-rata share of the differential based on a total number of hours worked within the monthly pay period.

If an employee transfers to a different classification where this differential is not authorized, then the differential discontinues.

Pay Differential #222 for class code 1937, Hospital Police Officer, will be retitled to DSH Liaison Premium. This differential is only for employees in the classification of Hospital Police Officer at the Department of State Hospitals and performing duties consistent with their classification specification.

In addition, the monthly $800 differential will be considered compensation for PERS deductions. Part-time and intermittent employees shall receive a pro-rata share of the differential based on a total number of hours worked within the monthly pay period.

If an employee transfers to a different classification where this differential is not authorized, then the differential discontinues.

MANAGEMENT PROPOSAL

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Bargaining Unit: 7

6/24/2020

Exclusive Representative: CSLEA

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Article: 19

Subject: 19.1 (B) (7) Special Salary Adjustment (SSA)

Effective July 1, 2020, employees in the Licensing Registration Examiner classification (class code 8758) shall receive a special salary adjustment of 5.74%.

Management Proposal

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Bargaining Unit: 7 **Date:** 6/24/2020

Exclusive Representative: CSLEA

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Article: 12.3

Subject: Transportation Incentives and Parking Rates

A. Effective the first pay period following ratification, employees ~~Employees~~ working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a seventy-five percent (75%) discount on public transit passes sold by State agencies up to a maximum of ~~sixty-five~~ one hundred dollars ($~~65~~100) per month. Employees who purchase public transit passes on their own shall be eligible for a seventy-five percent (75%) reimbursement up to a maximum of ~~sixty-five~~ one hundred dollars ($~~65~~100) per month. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.

B. Effective the first pay period following ratification, employees ~~Employees~~ riding in vanpools shall be eligible for a seventy-five percent (75%) reimbursement of the monthly fee up to a maximum of ~~sixty-five~~ one hundred dollars ($~~65~~100) per month. In lieu of the van pool rider reimbursement, the State shall provide one hundred thirty-five dollars ($135~~00~~) per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. This shall not be considered compensation for purposes of retirement. A vanpool is defined as a group of five (5) or more people who commute together in a vehicle (State or non-State) specifically designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

C. Effective the first pay period following ratification, employees ~~Employees~~ headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for seventy-five percent (75%) of the cost up to a maximum ~~sixty-five~~ one hundred dollars ($~~65~~100) per month or in the case of the primary van pool driver, the one hundred thirty-five dollars ($135~~00~~) per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

D. For the term of this agreement, the parties agree that the State may increase parking rates in existing owned, wholly leased or administered lots in an amount not to exceed twenty dollars ($20) per month. Every effort shall be

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made to provide employees sixty (60) calendar days but no less than thirty (30) calendar days notice of a parking rate increase. Rates at new lots owned, wholly leased or administered by the State will be set at a level comparable to existing State lots. The parties agree that such increases will be uniformly applied to all represented employees in a given parking lot. This Article does not apply to parking spaces leased in parking lots owned or administered by private vendors

E. Notwithstanding any other provision of this contract, the Union agrees that the State may implement new policies or change existing ones in areas such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work and other actions to meet the goals of transportation incentives. The State agrees to notice and meet and confer regarding the impact of such new or changes of policies.

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Management Proposal

Bargaining Unit: 7

Date: 6/24/2020

Exclusive Representative: CSLEA

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Article: 19.6

Subject: Bilingual Premium

The employer agrees to compensate Unit 7 employees at the rate of ~~one~~ two hundred dollars ($~~100~~200) per month for bilingual skills used in accordance with CalHR rules.

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MANAGEMENT PROPOSAL

6/24/2020
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Bargaining Unit: 7

Exclusive Representative: CSLEA

Article: 19.26

Subject: Longevity Pay Differential

A. Effective the first day of the pay period following ~~Upon~~ ratification, but no earlier than October 1, 2020, Bargaining Unit 7 Peace Officer/Firefighter Retirement members shall be eligible to receive the monthly pay differential following completion of the years of State service as listed below:

17 & 18 years	2%	
19 years	~~3%~~	4%
20 years	~~4%~~	5%
21 years	~~5%~~	6%
22, 23 & 24 years	~~6%~~	7%
25 years	~~8%~~	9%

B. The above percentages are non-cumulative; i.e., an employee who has been in state service for twenty (20) years is eligible for a pay differential of five ~~four~~ percent (5 ~~4~~%) above base salary, not the cumulative total of years seventeen (17), eighteen (18), nineteen (19) and twenty (20) [e.g. ~~eleven~~ thirteen percent (13~~11~~%)].

C. For purposes of determining eligibility, all time spent in state service shall count.

Management Proposal

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Bargaining Unit: 7

Exclusive Representative: CSLEA

Article: 21 Retiree Health and Dental Benefits

Subject: 21.1 Prefunding of Post-retirement Health Benefits

The State and Bargaining Unit 7 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 7; 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 7 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 1.3 percent.
2. July 1, 2018: by 1.4 percent, for a total of 2.7 percent.
3. July 1, 2019: by 1.3 percent, for a total of 4.0 percent.

B. 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 paragraph A, 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 paragraph A.

C.~~B.~~ 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. 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 7 shall begin contributing immediately, unless they are not subject, as set forth above.

D.~~C.~~ Withholding of Contributions

Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office.

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E.~~D.~~ Contributions will be deposited in a designated state subaccount for BU 7 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 7. 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."

F.~~E.~~ Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.

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

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

Management Proposal

Bargaining Unit: 7 **Date: June 26, 2020**

Exclusive Representative: CSLEA

Article: NA

Subject: Amendment to the COVID-19 Sideletter

The parties agree this is an amendment to the Side Letter Agreement dated 6/24/2020.

Effective July 1, 2020, the Lifeguard I (Seasonal), class code 0993, will receive a 6% Special Salary Adjustment.

Effective July 1, 2020, no CSLEA represented employee shall make less than $15 an hour as a result of the implementation of PLP 2020.

The above two items are the only modifications to the COVID-19 Side Letter dated 6/24/2020.

Kristine Rodrigues	*6/26/2020*	*Kasey Christopher Clark*	*6/26/2020*
Kristine M. Rodrigues Assistant Deputy Director Labor Relations, CalHR	Date	Kasey Christopher Clark General Counsel CSLEA	Date