

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES SUMMARY OF SIDE LETTER AGREEMENT FOR BARGAINING UNIT 7

**Exclusive Employee Representative:
California Statewide Law Enforcement Association (CSLEA)**

Number of Employees: Approximately 7,309 full-time equivalents

General Provisions

I. Post-Employment Benefits

Prefunding of Postretirement Health Benefits

- Employees are currently contributing 4 percent toward the prefunding of post-retirement health benefits. Effective the first day of the pay period following ratification through the June 2022 pay period, the employees' monthly contribution for prefunding other post-employment benefits is suspended for the 2020-21 and 2021-22 fiscal years, and will not be withheld from the employees' salaries (Article 21.1).

II. Compensation

Personal Leave Program (PLP 2020)

- Effective with the July 2020 pay period through the June 2022 pay period, PLP 2020 will apply to all CSLEA represented employees. Employees continue to work their assigned work schedules and shall have a reduction in pay equal to 9.23 percent.

Each full-time employee shall be credited with sixteen (16) hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program. PLP 2020 may be cashed out upon separation from state service. The employee's normal salary rate will be used for purposes of calculating overtime, pay differentials, and leave cash out.

PLP 2020 leave shall not be considered as "time worked" for overtime purposes except as provided in Article 7.6 N of the MOU. (New Article)

General Salary Increase (GSI)

- The existing MOU contains a 2.5 percent GSI effective July 1, 2020, and a 2.5 percent GSI effective July 1, 2021. These GSIs are suspended and deferred until July 1, 2022, or July 1, 2023 (see contract reopener language below) (Article 19.1).

Special Salary Adjustment

- Effective July 1, 2020, employees in the Licensing Registration Examiner classification (class Code 8785) shall receive a special salary adjustment of 5.74 percent (Article 19.1 B.7).

Transportation Incentives and Parking Rates

- The existing MOU contains 75 percent discounted rates for public transportation and vanpool reimbursement for employees. Effective the first day of the pay period following ratification, the following increases shall apply to employees headquartered both in state and out-of-state (Article 12.3):
 - Employees utilizing public transit passes will be eligible for a maximum discount and reimbursement rate increase up to \$100 per month.
 - Employees riding in vanpools will be eligible for a maximum reimbursement rate increase up to \$100 per month.
 - Employees who are the primary vanpool driver, in accordance with the eligibility criteria in the MOU, shall receive an increase to \$135 per month.

Bilingual Premium

- The existing MOU contains the monthly compensation rates for employees with bilingual skills used in accordance with Department of Human Resources rules. Effective July 1, 2020, the compensation rate will increase from \$100 to \$200 dollars per month (Article 19.6).

Longevity Pay Differential

- The existing MOU contains the monthly compensation rates for eligible employees for completing a specified number of years of state service. Effective October 1, 2020, Unit 7 Peace Officer/Firefighter Retirement members shall receive a 1 percent increase in longevity pay for 19 years of service or more (Article 19.26).

Minimum Wage

- Effective July 1, 2020, the minimum salary range for all CSLEA classifications shall be no less than \$15 per hour (New Article).
- Effective July 1, 2020, no CSLEA represented employee shall make less than \$15 an hour as a result of the implementation of PLP 2020 (New Article).

Pay Differentials

- Effective September 1, 2020, the current monthly pay differential of \$800 will be considered compensation for retirement purposes for Peace Officer I employed at the Department of Development Services and Hospital Police Officers employed at the Department of State Hospitals (New Article).

III. Miscellaneous

Contract Reopener Language – Elimination of Pay Decreases and Suspensions

- The determination of sufficient funding to restore the reductions shall be at the sole discretion of the Director of the Department of Finance if either of the following circumstances occur:
 - 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.
 - 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 pay that has 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.
- 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, the State shall provide notice to the Union and shall meet and confer with the Union upon request regarding the impact of that determination.
- In the event that the Director of the Department of Finance does not restore, at their sole discretion, Article 19.1 Adjustment to Pay Ranges, both the July 1, 2020, 2.5 percent GSI, and July 1, 2021, 2.5 percent 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 percent GSI shall become effective on July 1, 2023. Determination of funding availability shall be at the sole discretion of the Director of the Department of Finance.
- No provision of the Contract Reopener Language shall be subject to the grievance and arbitration procedure and specifically not be subject to arbitration.

Dispute Resolution Process

- Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision made by CalHR shall be final and there may be no further appeals in accordance with the current MOU (Article 6).

IV. Term

- July 1, 2020 to June 30, 2022

V. Fiscal

- Fiscal Year 2020-21 savings: \$60.8 million (\$18.9 million General Fund)
- Total 2-Year Incremental savings: \$60.4 million (\$18.4 million General Fund)
- Total 2-Year Budgetary savings: \$121.2 million (\$37.2 million General Fund)

VI. Agreement

- This Side Letter Agreement represents negotiated reductions in employee compensation.
- The complete Side Letter Agreement between the state and CSLEA is posted at: [Contracts Section on CalHR Website](#).