

**CALIFORNIA DEPARTMENT OF HUMAN RESOURCES  
SUMMARY OF SIDE LETTER AGREEMENT  
FOR BARGAINING UNIT 18**

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**Exclusive Employee Representative:  
California Association of Psychiatric Technicians (CAPT)**

**Number of Employees:** Approximately 6,775 full-time equivalents

**General Provisions**

**I. Health Benefits**

***Prefunding of Other Post-Employment 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 15.1).

**II. Compensation**

***Personal Leave Program (PLP 2020)***

- Effective the first day of the pay period following ratification through the June 2022 pay period, PLP 2020 will apply to all CAPT-represented employees. Employees continue to work their assigned work schedules and shall have a reduction in pay equal to 9.23 percent. Since CAPT-represented employees are paid semi-monthly, the reduction of 9.23 percent shall be split between two pay periods within the calendar month.

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 shall be cashed out, if the employee is not granted the time off prior to separation.

PLP 2020 leave shall not be considered as "time worked" for overtime purposes except when an employee is mandated to work overtime in the same week in which they use PLP 2020 (New Article).

### **General Salary Increase (GSI)**

- The existing Memorandum of Understanding (MOU) contains a 2.75 percent GSI effective July 1, 2020, and a 2.75 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 4.2).

### **Shift Differential**

- Effective July 1, 2022, the existing MOU language shall be modified as follows, "These shift differentials are PERSable and count towards compensation for the purposes of retirement" (Article 4.5).

### **Minimum Wage**

- Effective the first day of the pay period following ratification, the minimum salary range for all CAPT classifications shall be no less than \$15 per hour (New Article).
- Effective the first day of the pay period following ratification, no CAPT represented employee shall make less than \$15 an hour as a result of the implementation of PLP 2020 (New Article).

## **III. Miscellaneous**

### **Overtime**

- Effective January 1, 2021 through June 30, 2022, the following sentence is added to subsection I "An employee that is mandated and finds a volunteer shall be rotated to the bottom of the overtime list regardless of how long they work" (Article 5.1).

### **Vacation Leave**

- This existing MOU contains a vacation bidding process. This agreement increases the vacation bid days to 34 and allows the employees vacation period to utilize accrued PLP/vacation/annual leave time balances to satisfy the time the vacation is to be taken (Article 6.2).

### **Contract Reopener Language – Elimination of Pay Decreases**

- 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 has been 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 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 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 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 neither of the circumstances occur and/or the Director of the Department of Finance does not restore, at their sole discretion, Article 4.2 Adjusted Pay Ranges, the July 1, 2020, 2.75 percent GSI, and July 1, 2021, 2.75 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 pay increases to all eligible employees, the July 1, 2020, 2.75 percent GSI shall become effective three years on July 1, 2023. Determination of funding availability shall be at the sole discretion of the Director of the Department of Finance. (New Article)

**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 13.1).

**IV. Term**

- July 1, 2020 to June 30, 2022

**V. Fiscal**

- Fiscal Year 2020-21 Savings: \$53.0 million (\$50.9 million General Fund)
- Total 3-Year Incremental Savings: \$51.3 million (\$49.2 million General Fund)
- Total 3-Year Budgetary Savings: \$103.4 million (\$99.3 million General Fund)

## **VI. Agreement**

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