

**UAPD Counter Proposal**

**Bargaining Unit: 16**

**Date: June 27, 2020**

**Subject: Successor Agreement and Employee Compensation Reduction**

**ARTICLE 1 - RECOGNITION**

- A. Pursuant to the Public Employment Relations Board Case No. S-SR-16, the State recognizes UAPD as the exclusive negotiating agent for all employees in Bargaining Unit 16 covering the Physicians, Dentists, and Podiatrists.
- B. Pursuant to Government Code Sections 19815.5 and 3517, UAPD recognizes the Director of the California Department of Human Resources or his/her designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/her designee, except as otherwise specifically spelled out in the Agreement.
- C. All official notices to UAPD, for purposes of this Agreement, shall be sent to ~~480 Grand Avenue, Suite 1380, Oakland, California 94612~~ 520 Capitol Mall, Suite 220, Sacramento, CA 95814.

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# Management Counter Proposal

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Exclusive Representative: UAPD

Subject: Successor Agreement and Employee Compensation Reduction

## ARTICLE 3 – UAPD RIGHTS

### 3.1 Organizational Security

- A. The State agrees to deduct and transmit to UAPD all membership dues authorized on a form provided by UAPD. ~~Effective with the beginning of the first pay period following ratification of this agreement by the Legislature and the Union, the State agrees to deduct and transmit to the Union, Fair Share fees from State employees in Unit 16 who do not become members of UAPD.~~
- B. The State and UAPD agree that a system of authorized dues deductions and a ~~system of Fair Share deduction~~ shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, and 3515.7, ~~3515.8~~, subject to the following provisions:
- ~~1. The State and UAPD agree that if a Fair Share rescission election is conducted in Unit 16 pursuant to Government Code Section 3515.7(d), a majority of all employees in the unit must vote to rescind Fair Share deductions in order for that change to go into effect.~~
  2. 1. An employee in Unit 16 may withdraw from membership in UAPD by sending a signed withdrawal letter to UAPD ~~with a copy to the State Controller~~ within thirty (30) days prior to the expiration date of the Agreement. Union dues deductions shall be cancelled within 45 (forty-five) calendar days of receipt of the notice of cancellation. ~~An employee who so withdraws his or her membership shall be subject to paying Fair Share fees if such a fee is applicable to Unit 16.~~
  3. 2. UAPD agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.
  - ~~4. UAPD agrees to annually notify all State employees in Unit 16 who pay Fair Share fees of their right to demand and receive from UAPD a return of part of that fee pursuant to Government Code Section 3515.8.~~
  5. 3. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance and arbitration procedure contained in this Agreement.

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### 3.9 Home Addresses

- A. Consistent with the PERB regulation, the State shall provide to UAPD at their request, but not to exceed once a month, the home addresses of all employees covered by this Agreement.
- ~~B. Any employee may have his/her home address withheld from UAPD at any time by making such a written request to the State Controller's Office. In order to comply with the employee's wishes, the Union shall always utilize the latest list to be provided by the State Controller's Office and destroy any previous lists.~~
- B. UAPD agrees that any literature mailed to employees will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service that is not a part of a UAPD endorsed benefit program.
- C. UAPD shall take all reasonable steps to ensure the security of the home addresses and shall not disclose or otherwise make available the home addresses to any organization other than UAPD or person other than a UAPD official.
- D. UAPD agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any lawsuit instituted against the State arising from this Home Address Article.
- ED. UAPD agrees to pay the necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home address tape file.

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## 5.1 Non - Discrimination

- A. The State and UAPD agree that ~~neither party will unlawfully discriminate against any employee on the basis of age, sex, race, religion, creed, color, national origin, ancestry, marital status, physical handicap, or sexual orientation,~~ no State employee shall be discriminated against or harassed in State employment consistent with applicable State and Federal Employment Laws and agree to take such action as necessary to assure that this purpose is achieved.
- B. Employees filing complaints of discrimination or refusal or failure to provide reasonable accommodation will, at the request of the employee, be allowed assistance from UAPD staff and/or stewards for the purposes of preparation of a Complaint of Discrimination. Stewards will be allowed reasonable time off for this purpose without loss of compensation, subject to prior notification and approval by the steward's immediate supervisor.
- C. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 6 of this Agreement. Complaints alleging discrimination shall be appealed through the State Personnel Board's Discrimination Complaint Procedure, the Federal Equal Employment Opportunity Commission, departmental Equal Employment Opportunity Offices, and/or the California Department of Fair Employment and Housing.

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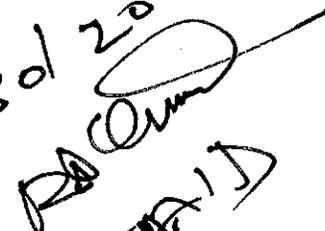
**Subject: Successor Agreement and Employee Compensation Reduction**

**7.3 MEAL PERIODS**

A. Except for employees who are assigned to a straight eight (8) or ten (10) hour shift, full-time employees shall normally be allowed a meal period of not less than thirty (30) minutes nor more than sixty (60) minutes which shall be determined by the employee's supervisor. Meal periods shall not be counted as part of total hours worked.

B. An arduous duty meal allowance of up to \$8.00 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an arduous meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two consecutive hours prior to or two consecutive hours after the start or end of their regular work shift.

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## 7.13 Additional Appointments

- A. The State may permit the appointment of eligible permanent full-time BU 16 employees for additional appointments to fill advertised vacancies; or when management determines additional workload needs. Employees will document the actual hours work pursuant to Section 7.6(C)(5) and compensated at their regular hourly rate.
- B. Employees holding a position in addition to other full-time employment with the State shall not receive credits (such as, leave credits, State service) or benefits (such as health or retirement) for service in the additional position pursuant to the applicable government code sections and regulations.
- C. The additional appointment may be in the same facility performing duties not related to the original full-time appointment i.e. not in the same unit, or yard of the original appointment.

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**Union of American Physicians and Dentists Proposal – BU16**

**9.22 Personal Leave Program 2010 and 2012**

A. Use of the remaining PLP 2010 and PLP 2012 time is subject to supervisory approval, except that appointing powers shall ensure that all PLP 2010 and PLP 2012 time is scheduled and taken prior to July 1, 2018 2022. PLP 2010 and PLP 2012 time shall be requested and used by the employee in the same manner as vacation/annual leave. PLP 2010 and PLP 2012 must be used before any other leave with the exception of sick leave.

B. Request for use of PLP 2010 and PLP 2012 time must be submitted in accordance with departmental policies on vacation/annual leave. Appointing powers may schedule employees to take PLP 2010 and PLP 2012 time off to meet the intent of this section. The remaining PLP 2010 and PLP 2012 time balances shall not be included in the calculation of vacation/annual leave balances pursuant to Article 9 (Leaves).

C. Time during which an employee is excused from work because of PLP 2010 and PLP 2012 time shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.

D. PLP 2010 and PLP 2012 time shall have no cash value and may not be cashed out. Employees have until July 1, 2016 2022 to use all PLP 2010 and PLP 2012 time. Any unused PLP 2010 and PLP 2012 time shall be void after July 1, 2016 2022. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the PLP 2010 and PLP 2012.

E. The PLP 2010 and PLP 2012 programs shall not adversely affect an employee's service anniversary date, create a break in service, or impact the accrual of vacation or any other leave credits, the payment of health, dental, or vision benefits, or the flex-elect cash option.

F. Compensation for purposes of retirement, death, and disability benefits shall not be affected by the PLP 2010 and PLP 2012 and shall be based on the unchanged salary rate.

G. Service calculation for purposes of retirement allowances for employees participating in the PLP 2010 and PLP 2012 program shall be based on the amount of service that would have been credited based on the unchanged salary rate. H. The PLP 2010 and PLP 2012 reduction shall not affect transfer determination between state civil service classifications.

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**9.23 No Mandated Reduction in Work Hours**

The state shall not implement an additional furlough program or mandated Personal Leave Program during the 2020-2021 and 2021-2022 Fiscal Years. ~~first year of this agreement from July 1, 2016 to June 30, 2017. Any furlough during the second, third, or fourth subsequent years of the agreement must be authorized pursuant to an act of the Legislature~~

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### Personal Leave Program – 2020

Effective on the first day of the pay period following ratification, through the June 2022 pay period, Bargaining Unit (BU) 16 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 BU16 employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.
- B. Each full-time BU16 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 BU16 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. Whenever feasible, a BU16 employee's separation date should be extended to ensure all leave earned under PLP 2020 is used prior to separation. Appointing powers may schedule BU16 employees to take PLP 2020 time off to meet the intent of this section. On rare occasions when a BU16 employee separates from state service, and has accumulated PLP 2020 hours which cannot be used prior to separation, these unused hours must be cashed out at the time of the BU16 employee's separation.

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- F. Time during which an employee is excused from work because of PLP 2020 time shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.
- G. A BU16 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, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- I. PLP 2020 shall neither affect a BU16 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.
- K. Part-time BU16 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 (Holidays).
- 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 the PLP 2020 for that month.
- O. Seasonal and temporary employees are not subject to PLP 2020.
- P. All Permanent Intermittent and Special School BU16 employees who are subject to the State Special Schools 10-month compensation agreement shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

Hours Worked During Credit Pay Period	Salary Reduction	PLP 2020
0-10.9	0	0

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Hours Worked During Credit Pay Period	Salary Reduction	PLP 2020
11-30.9	2	2
31-50.9	4	4
51-70.9	6	6
71-90.9	8	8
91-110.9	10	10
111-130.9	12	12
131-150.9	14	14
151 or over	16	16

- Q. Continuation of the Voluntary PLP (VPLP) during the duration of the PLP 2020 shall be at the discretion of the employee. If the BU16 employee elects to discontinue participation in VPLP they shall be allowed to opt out.
- 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 shall be no further appeals.

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Contract Reopener – Elimination of Pay Decreases

- A. The BU16 MOU, including economic terms of the agreement, 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 this side letter. Notwithstanding any other provisions of law, the MOU subject to this side letter, represents the only entitlement to payment of compensation and employee benefits.
  
- B. The determination of sufficient funding relative to restoration of pay subject to 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 pay that has been 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 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 pay that has been reduced.
  
- C. In the event the Director of the Department of Finance elects to restore, at their sole discretion, some or all of the pay that has been reduced by 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.
  
- D. In the event that neither of the circumstances above occur and/or the Director of the Department of Finance does determine, at their sole discretion, that projected state revenues at the 2022-23 May Revision to the Governor's Budget continues 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, 2022, 2.5% General Salary Increase (GSI) provided for in Article 10.4 Salaries, 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.

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10.4 Salary and Allowances

A. Adjusted Pay Ranges

1. Effective the first day following ratification, but no earlier than July 1, 2022, all employees in Bargaining Unit 16 shall receive a General Salary Increase (GSI) of 2.5%.
- ~~1. Effective the first day of the pay period following ratification, all employees in Bargaining Unit 16 shall receive a General Salary Increase (GSI) of 2%~~
- ~~2. Effective July 1, 2017, all employees in Bargaining Unit 16 shall receive a GSI of 3%.~~
- ~~3. Effective July 1, 2018, all employees in Bargaining Unit 16 shall receive a GSI of 2%.~~
- ~~4. Effective July 1, 2019, all employees in Bargaining Unit 16 shall receive a GSI of 2%.~~

B. Special Salary Adjustments

- ~~1. Effective the first day of the pay period following ratification, Podiatrist, Correctional Facility (Class Code 7972) will be given a special salary adjustment, as listed below, to match the salaries of the other two Podiatrist classifications (Class Code 7977 and 7657). This will occur prior to the implementing the GSI in A (1) and the SSA in B (2) and B (3).~~

Range	Min	Max
A	0.99%	0.98%
B	0.97%	0.98%
C	0.98%	0.99%
S	8.34%	13.49%
T	8.33%	13.50%
U	8.34%	13.49%
V	13.48%	13.49%

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~~W 13.47% 13.50%~~  
~~Y 13.48% 13.49%~~

2. ~~In addition to the GSI, effective the first day of the pay period following ratification, the following classifications in Bargaining Unit 16 will receive a special salary adjustment of 2%.~~

- ~~Physicians and Surgeons employed by the Department of State Hospitals', Developmental Services' and Veterans Affairs' (Class Codes 7551, 7552, 7565, 7651 and 7644).~~
- ~~Medical, Dental and Podiatric Consultants, Public Health Medical Officers, and Podiatrists in the classifications listed below:~~

~~6774 MEDICAL CONSULTANT, OFFICE OF STATEWIDE HEALTH PLANNING AND DEV~~

~~7657 PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES~~

~~7705 PUBLIC HEALTH MEDICAL OFFICER III~~

~~7707 PUBLIC HEALTH MEDICAL OFFICER III, RADIOLOGIC HEALTH~~

~~7715 PUBLIC HEALTH MEDICAL OFFICER III, MATERNAL AND CHILD HEALTH~~

~~7716 PUBLIC HEALTH MEDICAL OFFICER III EPIDEMIOLOGY~~

~~7722 PUBLIC HEALTH MEDICAL OFFICER II~~

~~7784 MEDICAL CONSULTANT I, DEPARTMENT OF SOCIAL SERVICES~~

~~7785 MEDICAL CONSULTANT I (PSYCHIATRIST), DEPARTMENT OF SOCIAL SERVICES~~

~~7787 MEDICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES~~

~~7788 MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES~~

~~7826 MEDICAL CONSULTANT DEPARTMENT OF REHABILITATION~~

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- ~~7972 — PODIATRIST, CORRECTIONAL FACILITY~~
- ~~7976 — PODIATRIC CONSULTANT~~
- ~~7977 — PODIATRIST~~
- ~~9747 — MEDICAL CONSULTANT (ENFORCEMENT), MEDICAL BOARD OF CALIFORNIA~~
- ~~9748 — MEDICAL CONSULTANT (ADVISORY), MEDICAL BOARD OF CALIFORNIA~~
- ~~9749 — MEDICAL CONSULTANT (LICENSING), MEDICAL BOARD OF CALIFORNIA~~
- ~~7840 — DENTAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES~~
- ~~7842 — DENTAL PROGRAM CONSULTANT/DEPARTMENT OF HEALTH SERVICES~~
- ~~7843 — DENTAL CONSULTANT/STATE BOARD OF DENTAL EXAMINERS~~

~~3. Effective July 1, 2017, the following classifications in Bargaining Unit 16 will receive a special salary adjustment of 2%.~~

- ~~• Medical, Dental and Podiatric Consultants, Public Health Medical Officers, and Podiatrists in the classifications listed below:~~

- ~~6774 — MEDICAL CONSULTANT, OFFICE OF STATEWIDE HEALTH PLANNING AND DEV.~~
- ~~7657 — PODIATRIST, DEPARTMENTS OF MENTAL HEALTH AND DEVELOPMENTAL SERVICES~~
- ~~7705 — PUBLIC HEALTH MEDICAL OFFICER III~~
- ~~7707 — PUBLIC HEALTH MEDICAL OFFICER III, RADIOLOGIC HEALTH~~
- ~~7715 — PUBLIC HEALTH MEDICAL OFFICER III, MATERNAL AND CHILD HEALTH~~
- ~~7716 — PUBLIC HEALTH MEDICAL OFFICER III - EPIDEMIOLOGY~~
- ~~7722 — PUBLIC HEALTH MEDICAL OFFICER II~~

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- ~~7784 — MEDICAL CONSULTANT I, DEPARTMENT OF SOCIAL SERVICES~~
- ~~7785 — MEDICAL CONSULTANT I (PSYCHIATRIST), DEPARTMENT OF SOCIAL SERVICES~~
- ~~7787 — MEDICAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES~~
- ~~7788 — MEDICAL CONSULTANT II, DEPARTMENT OF HEALTH SERVICES~~
- ~~7826 — MEDICAL CONSULTANT DEPARTMENT OF REHABILITATION~~
- ~~7976 — PODIATRIC CONSULTANT~~
- ~~7977 — PODIATRIST~~
- ~~9747 — MEDICAL CONSULTANT (ENFORCEMENT), MEDICAL BOARD OF CALIFORNIA~~
- ~~9748 — MEDICAL CONSULTANT (ADVISORY), MEDICAL BOARD OF CALIFORNIA~~
- ~~9749 — MEDICAL CONSULTANT (LICENSING), MEDICAL BOARD OF CALIFORNIA~~
- ~~7840 — DENTAL CONSULTANT I, DEPARTMENT OF HEALTH SERVICES~~
- ~~7842 — DENTAL PROGRAM CONSULTANT/DEPARTMENT OF HEALTH SERVICES~~
- ~~7843 — DENTAL CONSULTANT/STATE BOARD OF DENTAL EXAMINERS~~

C. Salary Differential (Recruitment and Retention)

1. Upon approval by the California Department of Human Resources, a department may provide monthly or annual recruitment and retention differentials to Unit 16 employees. These differentials may be authorized for specific Unit 16 classifications in specific geographic locations or facilities, or may be authorized for the entire department. The department will give UAPD notice when a request is made to the California Department of Human Resources.

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2. A less than full-time permanent employee may receive the recruitment and retention differential on a pro-rated basis.
3. Permanent intermittent employees may receive a pro-rated recruitment and retention differential based on hours worked in the pay period.

**D. Bilingual Differential Pay**

Bilingual Differential Pay applies to those positions designated by the California Department of Human Resources as eligible to receive bilingual pay according to the following standards.

1. Definition of bilingual positions for Bilingual Differential Pay.
  - a. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the position/employee must be certified by the using department and approved by the California Department of Human Resources. (Time should be an average of the time spent on bilingual activities during a given fiscal year.)
  - b. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
    1. A direct public contact position;
    2. A hospital or institutional setting dealing with patient or inmate needs;
    3. A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.
  - c. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
  - d. Where organizationally feasible, departments should ensure that positions clearly meet the standards by centralizing the bilingual responsibility in as few positions as possible.

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- e. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standards.
- 2. Rate:
  - a. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum ~~\$100~~ 200.00 per monthly pay period including holidays.
  - b. A monthly employee meeting the bilingual differential pay criteria less than the entire pay period would receive differential on a pro-rated basis.
  - c. A fractional month employee meeting the bilingual differential pay criteria would receive the differential on a pro-rated basis.
  - d. An employee paid by the hour meeting the bilingual differential pay criteria would receive a differential of ~~\$0.58~~ 1.15 per hour.
  - e. An employee paid by the day meeting the bilingual differential pay criteria would receive a differential of ~~\$4.64~~ 9.23 per day.
- 3. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the California Department of Human Resources will receive the bilingual differential pay on a regular basis.
- 4. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- 5. Employees working in positions which qualify for regular bilingual differential pay as authorized by the California Department of Human Resources may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, holidays, etc.).
- 6. Employees will be eligible to receive the bilingual differential payments on the date the California Department of Human Resources approves the departmental pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay

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differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging ten percent (10%) of the time, consistent with the other provisions of this section.

- 7. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave, and extra hour payments to employees terminating their State service appointment while on bilingual status.
- 8. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rate.
- 9. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- 10. The bilingual differential pay shall be included in the rate used to calculate temporary disability, industrial disability, and non-industrial disability leave benefits.

**E. Pay Differential**

- 1. ~~Effective the first day of the pay period following ratification, the~~ The State shall continue to provide a monthly pay differential of 15% of the employee's monthly base salary for employees who are employed by the California Department of Corrections, California Correctional Health Care Services, California Department of Veteran's Affairs or the Department of Developmental Services, and appointed in the classification of Physician and Surgeon (Class Codes 7551, 7552, 7565, 7644, 7651, 9263, 9269) and appointed at one of the locations listed below:

**Locations:**

**California Department of Corrections/California Correctional Health Care Services**

- Avenal State Prison
- California Medical Facility
- California Health Care Facility

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- California State Prison-Corcoran
- California State Prison-Sacramento
- California State Prison-Los Angeles
- Mule Creek State Prison
- North Kern State Prison (Delano I)
- Kern Valley State Prison (Delano II)
- Pleasant Valley State Prison
- RJ Donovan Correctional Facility
- Salinas Valley State Prison
- California Substance Abuse Treatment Facility-Corcoran

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**California Department of Veterans Affairs (CalVet)**

- Chula Vista
- Lancaster
- West Los Angeles
- Yountville

**Department of Developmental Services**

- Fairview Developmental Center
- Porterville Developmental Center
- Sonoma Developmental Center

2. Effective the first day of the pay period following ratification, the State shall provide a monthly pay differential of 12% of the employee's monthly base salary for employees who are employed by the Department of State Hospitals, and appointed in the classification of Physician and Surgeon (Class Codes 7551, 7552, 7565, 7644, 7651) and appointed at one of the locations listed below:

**Department of State Hospital (DSH) Locations:**

- DSH-Coalinga

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- DSH-Napa
- ~~DSH-Stockton (California Health Care Facility)~~
- ~~DSH-Salinas Valley~~
- ~~DSH-Vacaville~~

3. Effective the first day of the pay period following ratification, the State shall provide a monthly pay differential of 7% of the employee's monthly base salary for employees who are employed by the Department of State Hospitals and appointed in the classification of Physician and Surgeon (Class Codes 7551, 7552, 7565, 7644, 7651) and appointed at one of the locations listed below:

**Department of State Hospital (DSH) Locations:**

- DSH-Atascadero
- DSH-Metropolitan
- DSH-Patton

4. In order to be eligible for the pay differentials outlined in section D above, employees must have a qualifying pay period.
5. Less than full-time permanent employees shall receive the pay differentials outlined in section D above on a pro-rata basis.
6. Permanent intermittent employees shall receive a pro-rated the pay differentials outlined in section D above based on the hours worked in the pay period.

The pay differential payments outlined in section D above shall not be considered as compensation for purposes of retirement contributions.

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### 10.10 Transportation Incentives/Parking Rates

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent discount on public transit passes sold by State agencies up to a maximum of \$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.
- C. The State shall provide \$400 135 per month to each State employee who meets the eligibility criteria and complies with program procedures as developed by the State for principal van pool drivers. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.
- 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 \$20.00 per month. Every effort shall be made to provide employees 60 days but no less than 30 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. Parking fees may be paid with pre-tax dollars.
- F. 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 changed policies.
- G. Parking rates for single occupant vehicles in State-owned or wholly leased or administered lots/structures in congested urban areas except for twenty-four hour facilities in the Department of Corrections and Rehabilitation, Division of Juvenile Justice, Department of Developmental Services, Department of State Hospitals,

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Department of Education, Special Schools and the Department of Veterans Affairs, shall be raised to fair market value.

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10.13 Licensure - Continuing Medical Education

As a condition of employment with the State of California, maintenance of required licensure is the responsibility of the employee. For courses directly related to maintaining licensure, the State shall provide each Unit 16 employee up to 56 hours per fiscal year of Continuing Medical Education (CME) leave and reasonable travel time. CME is defined as including continuing Dental and continuing Podiatric Education. CME courses shall be at the discretion of the employee.

A. It is understood by both the State and UAPD the importance for Unit 16 employees to utilize the 56 hours per fiscal year to attend conferences and courses directly related to maintaining licensure and board certification. The State shall not require Unit 16 employees to utilize furlough leave, vacation time, or Personal Leave to attend conferences directly related to maintaining licensure. The time used for CME leave, regardless of location, shall be considered the same as other paid leave (i.e. vacation, annual leave). CME leave shall not be subject to any other leave cash-out provisions nor shall CME leave be cashed-out at separation or retirement. CME leave shall be carried over to the next fiscal year if the employee is denied or does not have the opportunity to use his/her CME leave during the fiscal year. No more than one (1) year of CME may be carried over to the next year and total CME leave carry over may not exceed 112 hours at any time. Employees attending training in order to meet licensure requirements under this Article shall be considered on approved CME leave. Requests for CME leave must be submitted to the supervisor or designee at least fourteen (14) workdays prior to the CME training. The department or designee shall approve or deny requests for CME leave within seven (7) workdays. CME requests shall not be unreasonably denied.

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B. The State will issue an annual payment on July 1 of \$1000 per year to cover for CME costs for tuition and/or registration fees, course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for courses directly related to maintaining licensure and board certification. Employees working less than full-time shall be entitled to a pro-rated amount of the \$1000, per fiscal year. For employees hired after the July 1 payment, departments will manually process the annual payment of \$1000.

C. Effective first of the month following ratification, but no earlier than September 1, 2020, employees may be eligible for an additional \$1,500 per year to cover additional CME costs (above the amount provided for in paragraph B) for tuition and/or registration fees, course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and subsistence expenses, and all other related expenses for courses directly related to maintaining licensure and/or board certification.

a. Employees will not have to provide proof of spending the first \$1,000.00 as identified in paragraph B unless the employee requests any amount of the additional

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\$1,500.00. When submitting the request under paragraph C, receipts covering both the initial \$1000.00 in paragraph B and qualifying costs under paragraph C will be required to claim up to \$1,500.00.

D. ~~C.~~ Travel restrictions outlined in Article 10.3 do not apply to CME related travel. Attending a CME course out-of-state does not require additional approval as outlined in Government Code 3522.

E. ~~D.~~ This provision supersedes department policy and any other referenced procedure with regard to the administration of CME

F. ~~E.~~ Travel restrictions outlined in Article 10.3 do not apply to CME related travel. Attending a CME course out-of-state does not require additional approval as outlined in Government Code 3522.

G. ~~F.~~ This provision supersedes department policy and any other referenced procedure with regard to the administration of CME.

H. ~~G.~~ In addition, the State shall provide to all Unit 16 employees, two - eight hour workdays (16 hours) per fiscal year (without loss of compensation) for activities such as, professional association activities, professional development seminars, etc., to promote professional growth and to enhance professional goals. These activities are at the employees' expense and therefore the choice of professional growth activity is at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave. Such time shall not be accumulated.

1. Employees working part-time shall earn PDD credit on a pro-rated basis in accordance with the following chart.

Time Base	PDD hours credited per PDD day
1/5	1.60
2/5	3.20
3/5	4.80
4/5	6.40
1/8	1.00
1/4	2.00
3/8	3.00
1/2	4.00
5/8	5.00

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3/4	6.00
7/8	7.00
1/10	0.80
3/10	2.40
7/10	5.60
9/10	7.20

2. Permanent Intermittent employees will be eligible for PDD on a pro-rated basis, based on the hours worked during the pay period of usage. The pro-ration shall be based on the chart below:

Hours on pay status during pay period	PDD hours credited per PDD day
0 - 10.9	0
11 - 30.9	1
31 - 50.9	2
51 - 70.9	3
71 - 90.9	4
91 - 110.9	5
111 - 130.9	6
131 - 150.9	7
151 and over	8

PDD credit may be used in one (1) hour increments.

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## 11.1 Health, Dental, and Vision Benefits

### A. Consolidated Benefits (CoBen) Program Description

#### 1. CoBen Allowance

Effective on the first day of the pay period following ratification of this agreement, the State will continue to pay the contribution rates established on January 1, 2016 ~~2020~~, for the Consolidated Benefits (CoBen) allowance. The allowance is based on the Health Benefit party codes in a health plan administered or approved by CalPERS. To be eligible for this contribution, an employee must positively enroll in a health plan administered or approved by CalPERS and/or dental plan administered or approved by CalHR.

- a. The State shall contribute \$~~608~~ 655 per month for coverage of an eligible employee. (Party code one).
- b. The State shall contribute \$~~1,202~~ 1,298 per month for coverage of an eligible employee plus one dependent. (Party code two).
- c. The State shall contribute \$~~1,572~~ 1,689 per month for coverage of an eligible employee plus two or more dependents. (Party code three).

The employer health benefits contribution for each employee shall be an amount equal to eighty (80%) percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four (4) Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional eighty (80%) percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four (4) basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.

When an employee is appointed to a new position or class that results in a change in eligibility for the composite rate, the effective date of the change shall be the first of the month following the date the notification is received by the State Controller's Office if the notice is received by the tenth of the month.

#### 2. Enrollment Options

Employees will be permitted to choose a different level of benefit coverage according to their personal needs, and the State's allowance amount will depend

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on an employee's selection of coverage and number of enrolled dependents. The State agrees to provide the following CoBen benefits:

- a. If the employee is enrolled in both a health plan administered or approved by CalPERS and a dental plan administered or approved by CalHR, the health benefit enrollment party code will determine the allowance amount.
- b. If the employee declines a health benefit plan which is administered or approved by CalPERS and certifies that he/she has qualifying group health coverage as defined by CalHR from another source, the employee's dental benefit enrollment party code will determine the amount of the contribution.
- c. If the employee elects not to enroll in a health plan administered or approved by CalPERS and in a dental plan administered or approved by CalHR and certifies that he/she has qualifying group health coverage and dental coverage as defined by CalHR from other sources, the employee may enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to the employee will receive \$155 in taxable cash per month. Cash will not be paid in lieu of vision benefits and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.
- ~~d. Permanent Intermittent (PI) employees shall only be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year.~~
- ~~e.d. If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that he/she has qualifying group health coverage as defined by CalHR from another source, but enrolls in a dental plan administered or approved by CalHR, the employee may receive the difference between the applicable composite contribution and the cost of the dental plan selected and vision benefits, not to exceed enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to receive \$130 per month. (The State will pay the premium cost of the dental plan and vision plan.) Cash will not be paid in lieu of dental benefits only or vision benefits, and employees may not disenroll from vision coverage. Employees do not pay an administrative fee.~~
- e. Permanent Intermittent (PI) employees shall be eligible to participate in the CoBen Cash Option and receive a six-month cash payment for the first control period of each plan year if they certify having qualifying group health or health and dental coverage, as defined by CalHR, from another source and meet all of the following criteria:

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- 1. Must be eligible to enroll in health or health and dental coverage as of January 1 of the Plan Year for which they are enrolling and;
- 2. Must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which they are enrolling and;
- 3. Must be credited for at least four hundred eighty (480) paid hours during the January through June control period of the Plan Year for which they are enrolling and;
- 4. Must have submitted the enrollment form during the CoBen open enrollment period or as newly eligible.

This subdivision is not grievable or arbitrable

- f. If the monthly cost of any of the State's benefit plans (health, dental and vision) in which an employee elects to enroll exceeds the State's maximum allowance amount as set forth in §subsection A.1.a., A.1.b., A.1.c., or A.2., above, the employee shall pay the difference on a pre-tax basis. If there is money left over after the cost of these benefits is deducted, the remaining amount will be paid to the employee as taxable cash.

B. Health Benefits Eligibility

1. Employee Eligibility

For purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

2. Permanent Intermittent (PI) Employees

- a. Initial Eligibility—A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of four hundred eighty (480) paid hours in a PI control period. For purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within sixty (60) calendar days from the end of the qualifying control period.
- b. Continuing Eligibility—To continue health benefits, a permanent intermittent employee must be credited with a minimum of four hundred eighty (480) paid hours in a control period or nine hundred sixty (960) paid hours in two (2) consecutive control periods.

3. Family Member Eligibility

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For purposes of this section, "eligible family member" shall be defined by the Public Employees' Medical and Hospital Care Act and ~~includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).~~

- 4. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

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C. Dental Benefits

- 1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in Section A.1. of this article.

- 2. Employee Eligibility

Employee eligibility for dental benefits will be the same as that prescribed for health benefits under subsection B.1. and B.2. of this article.

- 3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection B.3. of this article.

D. Vision Benefit

- 1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The employer contribution rates for the vision benefit shall be included in the Consolidated Benefits Allowance as specified in Section A.1. of this article. The vision benefit provided by the State shall have an employee co-payment of \$10 for the comprehensive annual eye examination and \$25 for materials.

- 2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.1. and B.2. of this article.

- 3. Family Member Eligibility

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Family member eligibility for vision benefits is the same as that prescribed for health benefits under Subsection B.3. of this article.

E. FlexElect Program

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1. Program Description

- a. The State agrees to provide a flexible benefits program (FlexElect) under Internal Revenue Code Section 125 and related Sections 105(b), 129, and 213(d). All participants in the FlexElect Program shall be subject to all applicable State and Federal laws, statutes and rules; and any related administrative provisions adopted by CalHR. The administrative fee paid by participants will be determined each year by CalHR.
- ~~b. Employees who meet the eligibility criteria stated in subsection B.1. will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.~~

2. Employee Eligibility

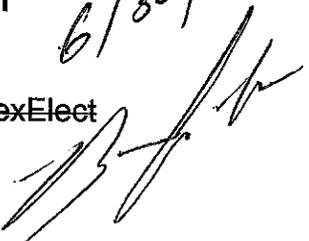
- ~~a. All eligible To be eligible to enroll in the FlexElect Medical Reimbursement Account and the Dependent Care Reimbursement Account, employees must have a permanent appointment with a time-base of half time or more and have permanent status, or if in a limited term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position (not Permanent Intermittent). Permanent Intermittent employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.~~
- ~~b. Permanent Intermittent (PI) employees shall only participate in the CoBen Cash Option and will be eligible to receive a six (6) month Cash payment for the first control period of each plan year. PI's choosing the CoBen Cash Option will qualify if they meet all of the following criteria:~~
  - ~~1. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling and;~~
  - ~~2. Must have a PI appointment which is effective from January 1 through June 30 of the Plan Year for which they are enrolling and;~~
  - ~~3. Must be paid for at least four hundred eighty (480) hours during the January through June control period for the Plan Year in which they are enrolling and;~~

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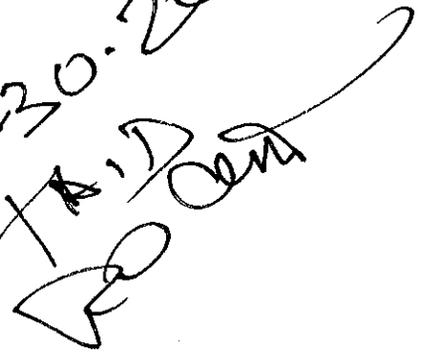
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- ~~4. Must have completed an enrollment authorization during the FlexElect Open Enrollment Period or as newly eligible.~~
- ~~3. Subsection 2.b. is not grievable or arbitrable.~~

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**11.4 Pre-Tax of Health/Dental Premiums Costs**

Employees who are enrolled in any health and/or dental plan which requires a portion of the premium to be paid by the employee, will automatically have their out-of-pocket premiums costs taken out of their paycheck before Federal, State and Social Security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed, must make an election not to participate in this benefit.

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11.7 Joint Benefits Advisory Committee

- A. The Union shall participate in the Joint Union/Management Benefits Advisory Committee to review benefits and to make recommendations on cost containment. This committee shall meet as necessary. Topics may include, but are not limited to, eligibility, cost containment, number and quality of benefits provided, competitiveness among providers and standardization of benefit design, utilization, promotion and cost, wellness and health promotion. This committee shall be advisory in nature.
- B. The Union may appoint a Unit 16 employee to the Committee who shall serve without loss of compensation. All other expenses shall be the responsibility of each party participating on this committee.
- C. The ~~CalHR~~ California Department of Human Resources will provide the necessary staff to support the Committee.

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### 12.3 Progressive Discipline

- A. The State will use progressive discipline to ensure that there is a fair and appropriate process for correcting employee performance. Progressive discipline is intended to identify problems with a Unit 16 employee's performance and provide the employee with an opportunity to bring the performance up to standard. The parties recognize that an employee's first time offense may require immediate adverse action and this section is not intended to conflict with any of the procedures set forth for disciplinary actions in Government Code Section 19570 et seq.
- B. Letters of Instruction (LOI)/Work Improvement Discussions (WIDs) (as well as counseling memos, informal letters of reprimand, letters of warning, etc.) shall contain a specified expiration date, not to exceed one year if there has been no recurring behavior, upon which the employee may request the removal of the same. Upon request to the appointing authority of his/her designee, they shall be removed and destroyed, unless the employee requests the documents be returned to them for their disposal. LOI/WIDs shall be issued generally within thirty (30) days but no more than forty-five (45) days from when the incident occurred or from date of discovery of the incident that forms the basis for the LOI/WID. The employee shall have the right to submit a rebuttal to any LOI/WID. The rebuttal shall be submitted no later than thirty (30) days after issuance of the LOI/WID to the employee. This section does not apply to performance reports, probationary reports, or adverse actions.
- C. In cases where departmental staff are investigating an employee in a situation which adverse action potentially may follow, and the decision is made to give the employee an LOI/WID, the LOI/WID shall be issued within thirty (30) days but no more than forty-five (45) days from the decision to give the employee an LOI/WID. This will not prevent the parties from negotiating a formal adverse action down to an LOI/WID.
- D. Any dispute pertaining to this section may be appealed to the third step of the grievance and arbitration procedure in this contract. The decision at the third step is final and binding on all parties.

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12.8 Working Conditions

The State shall endeavor to assure that Bargaining Unit 16 employees ~~with direct patient care responsibility shall~~ have adequate resources (i.e. training, tools, equipment, and materials), to perform the employee's assigned duties, ~~and any inadequacy may be a subject of~~ This section shall be grieved as a complaint under the grievance and arbitration procedures of the MOU.

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**12.9 Office Space**

The State agrees to make a reasonable effort to provide enclosed office space to Unit 16 employees who have confidentiality needs within 30 days of the Bargaining Unit 16 employee's start/hire/transfer date. Both parties agree that existing office space in institutions, field offices and headquarters locations may be altered where feasible to address confidentiality needs.

When a move involving a significant number of Unit 16 employees to other than existing space is planned, UAPD shall be notified at least 30-days prior to the move and shall be invited to meet and discuss the proposed space plans.

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17.4 Duration

- A. The term of the Agreement shall be July 1, 2016- 2020 and remain in full force through July 1, 2020 2022. However, language changes negotiated in this agreement, unless a specific provision provides for a different effective date, shall go into effect upon ratification by both parties.
- B. Anything that has a financial impact, unless a different effective date is provided, will be effective the first day of the pay period following ratification by both parties.

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**18.1 First Tier A Retirement Formula (2% at age 55) First Tier B Retirement Formula (2% at age 60) and Public Employees' Pension Reform Act (PEPRA) First Tier Retirement Formula (2% at age 62)**

- A. First Tier members first employed by the State prior to September 1, 2010, are subject to the First Tier A retirement formula.
- B. First Tier retirement members first employed by the State on September 1, 2010, and prior to January 1, 2013, and qualify for membership are subject to the First Tier B retirement formula. The First Tier B retirement formula does not apply to:
  - 1. Former state employees who return to state employment on or after September 1, 2010;
  - 2. State employees hired prior to September 1, 2010, who were subject to the Alternate Retirement Program (ARP);
  - 3. State employees on approved leave of absence prior to September 1, 2010, who return to active employment on or after September 1, 2010;
  - 4. Persons who are already members or annuitants of the California Public Employees Retirement System (CalPERS) as a state employee prior to September 1, 2010.

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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. First Tier Retirement Formulas**

The table below lists the First Tier 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 September 1, 2010	First Tier B Formula (2% at age 60) Employees first hired on and after September 1, 2010	PEPRA Formula (2% at age 62) Employees eligible for CalPERS Membership for the first time on and
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		and prior to January 1, 2013	after January 1, 2013
50	1.100	1.092	N/A
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	2.500	2.418	2.500

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There are factors for attained quarter ages, such as  $52\%52\frac{3}{4}$ , that will continue. These retirement quarter age benefit factors will apply for service rendered on and after the effective date of the memorandum of understanding between the State and the Union (1999-2001). The quarter factors will also apply to past service that is credited under the First Tier A, First Tier B, and the Modified PEPRA First Tier formulas.

**E. Employee Retirement Contribution**

1. As stated in Government Code Section 20677.6, effective September 1, 2010, miscellaneous and industrial members in the First Tier retirement or the Alternate Retirement Plan (ARP), subject to social security, shall contribute ten percent (10%) of monthly compensation in excess of \$513 for retirement. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute eleven percent (11%) of monthly compensation in excess of \$317 for retirement.
2. Effective July 1, 2017, the employee contribution rate described in 18.1(E)(1) 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 by 1 percent, and (b)

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50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than employee contribution rate described in 18.1(E)(1). On July 1 of the fiscal year 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 not be adjusted again on account of a change to the normal cost rate unless 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. Employee contributions will continue to be a percentage of pensionable compensation in excess of \$513 for retirement if subject to social security or in excess of \$317 for retirement if not subject to social security.

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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**18.4 State Safety A Retirement Formula, (2.5% at age 55), State Safety B Retirement Formula (2% at age 55 up to 2.5% at age 60) and Public Employees' Pension Reform Act (PEPRA) State Safety Retirement Formula (2% at age 57) For Safety Members**

- A. State Safety members first employed by the State prior to September 1, 2010, are subject to the State Safety A retirement formula.
- B. State safety Safety retirement members first employed by the State on or after September 1, 2010, and prior to January 1, 2013, and qualify for CalPERS membership are subject to the State Safety B Retirement Formula. The State Safety B retirement formula does not apply to:
  - 1. Former state employees who return to state employment on or after September 1, 2010;
  - 2. State employees hired prior to September 1, 2010, who were subject to the Alternate Retirement Program (ARP);
  - 3. State employees on approved leave of absence prior to September 1, 2010, who return to active employment on or September 1, 2010;
  - 4. Persons who are already members or annuitants of the California Public Employees Retirement System (CalPERS) as a state employee prior to September 1, 2010.

The above categories are subject to 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 State Safety age/benefit factors for State Safety A, State Safety B, and PEPRA State Safety retirement formulas. Formulas:

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<b>Age at Retirement</b>	<b>State Safety A Formula (2.5% at age 55)  G.C. 21369.1  Employees hired prior to September 1, 2010</b>	<b>State Safety B Formula (2% at age 55 up to 2.5% at age 60)  G.C. 21369.2  Employees first hired on and after September 1, 2010 and prior to January 1, 2013</b>	<b>PEPRA State Safety Formula (2% at age 57)  G.C. 7522.25(b)  Employees eligible for CalPERS Membership for the first time on and after January 1, 2013</b>
50	1.7000	1.426	1.426
51	1.8000	1.522	1.508
52	1.9000	1.628	1.590
53	2.0000	1.742	1.672
54	2.2500	1.866	1.754
55 and over	2.5000	2.000	1.836
56	N/A	2.100	1.918
57 and over	N/A	2.200	2.000

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**E. Employee Retirement Contribution**

1. As stated in Government Code Section 20677.9, effective September 1, 2010, State Safety members shall contribute eleven percent (11%) of monthly compensation in excess of \$317 for retirement.
2. Effective July 1, 2017, the employee contribution rate described in 18.4(E)(1) 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 by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than employee contribution rate described in 18.4(E)(1). On July 1 of the fiscal year after CalPERS determines (a) and (b) above have been met, the employee contribution rate for 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 not be adjusted again on account of a change to the normal cost rate unless 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. Employee

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contributions will continue to be a percentage of pensionable compensation in excess of \$317 for retirement.

**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<sub>1</sub> 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<sub>1</sub> is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

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**18.8 Prefunding of Post-Retirement Health Benefits**

Pursuant to the recommendation of the Governor's Public Employee Post-Employment Benefits Commission, the parties recognize the importance of beginning to prefund liabilities for retiree health benefits. The State and Union hereby agree to share in the responsibility toward beginning the prefunding of these liabilities for members of Bargaining Unit 16; 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, 2013, employees shall contribute 0.5% of base salary toward prefunding of retiree health benefits.
  - 1. Employee contributions shall be deducted from employee salary on a pre-tax basis.
  - 2. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.
  - 3. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

B. Commencing July 1, 2017, the State and Bargaining Unit 16 will prefund retiree healthcare, with the goal of reaching a fifty (50) percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2018. The amount of employee contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:

- 1. July 1, 2017: by 1.0 percent.
- 2. July 1, 2018: by 0.4 percent, for a total of 1.4 percent.

The matching employer contribution required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation:

- 1. July 1, 2017: A total of 1.0 percent.
- 2. July 1, 2018: an increase of 0.4 percent, for a total of 1.4 percent.

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

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Article 18.8, paragraph 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 Article 18.8, paragraph 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 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 16 shall begin contributing immediately, unless they are not subject, as set forth above.

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E.D. 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. ~~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:~~

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- ~~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.4. Contributions will be deposited in a designated state subaccount for BU 16 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 16. 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."

G.5. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or his/her beneficiary or survivor.

H.6. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.

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

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ARTICLE 19 - PERMANENT INTERMITTENTS

- A. A permanent intermittent position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the full-time work schedule. A permanent intermittent employee may work up to 1,500 hours in any calendar year based upon Government Code Section 19100 et seq. The number of hours and schedule of work shall be determined based upon the operational needs of each department. The use of the State Personnel Board Rule 277 is one of the many employment alternatives the appointing power may elect to use to fill vacant positions within a competitive selection process.
- B. Each department may establish an exclusive pool of permanent intermittent employees based upon operational need.
- C. Each department shall provide a permanent intermittent employee with a minimum of 72 hours notice of their work schedule, except when they are called in to fill in for unscheduled absences or for unanticipated operational needs.
- D. Upon mutual agreement, a department head or designee may grant a permanent intermittent employee a period of non-availability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of non-availability may be revoked based on operational needs. An employee on non-available status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. A permanent intermittent employee will become eligible for leave credits in the following manner:
  - 1. **Sick Leave:** A permanent intermittent employee in BU 16 who has completed 160 hours of paid employment will be eligible for up to eight (8) hours of sick leave credit with pay. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. On the first day of the qualifying monthly pay period following the completion of each period of paid employment, the permanent intermittent employee shall earn eight (8) hours of credit for sick leave with pay subject to the following provisions:
    - a. Sick leave may be requested and taken in fifteen (15) minute increments.
    - b. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on sick leave.
    - c. The administration of sick leave for permanent intermittent employees shall be in accordance with Article 9, Section 9.2: Sick Leave.

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2. **Vacation/Annual Leave:** A permanent intermittent employee will be eligible for vacation/annual leave credit with pay as defined in Article 9, Section 9.1 or 9.9, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for vacation/annual leave credit with pay in accordance with the schedule in Article 9, Section 9.1 or 9.9, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
- a. Pay the permanent intermittent employee in a lump-sum payment for accumulated vacation/annual leave credits; or
  - b. By mutual agreement, schedule the permanent intermittent employee for vacation/annual leave; or
  - c. Allow the permanent intermittent employee to retain his/her the employee's vacation/annual leave credits; or
  - d. Effect a combination of a, b, or c above.
3. **Annual Leave:** A permanent intermittent employee will be eligible for annual leave credit with pay as defined in Article 9, Section 9.9, on the first day of the following qualifying monthly pay period following completion of 160 hours of compensated work. Thereafter, a permanent intermittent employee will be eligible for annual leave credit with pay in accordance with the schedule in Article 9, Section 9.9, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:
- a. Pay the permanent intermittent employee in a lump-sum payment for accumulated annual leave credits; or
  - b. By mutual agreement, schedule the permanent intermittent employee for annual leave; or
  - c. Allow the permanent intermittent employee to retain the employee's annual leave credits; or
  - d. Effect a combination of a, b, or c above.

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- 4. **Holidays:** A permanent intermittent employee will be eligible for holiday pay on a pro-rated basis, based on hours worked during the pay period for observed holidays specified in Article 8 of this agreement in accordance with the following chart. If the permanent intermittent employee works on the holiday and has not worked a total of 40 hours in the work week in which the holiday occurs, the employee shall also receive his/her the employee's hourly rate of pay for each hour worked.

Hours on Pay Status During Pay Period	Holiday Compensation in Hours for Each Holiday
0 - 10.9	0
11 - 30.9	1
31 - 50.9	2
51 - 70.9	3
71 - 90.9	4
91 - 110.9	5
111 - 130.9	6
131 - 150.9	7
151 or over	8*

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\*Notwithstanding any other provision, an employee can only accrue up to 8 hours of holiday credit per holiday.

- 5. **Bereavement Leave:** A permanent intermittent employee may only be granted bereavement leave in accordance with Article 9, Section 9.3, if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on bereavement leave.
- 6. **Jury Duty:** A permanent intermittent employee may only be granted jury duty leave in accordance with Section 9.5 if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. A permanent intermittent employee shall not be removed from scheduled work hours because he/she is on jury duty. When night jury duty is required of a permanent intermittent employee, the employee shall be

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released without loss of compensation for such portion of required time that coincides with the permanent intermittent employee's work schedule. This includes any necessary travel time.

7. **Non-Industrial Disability Leave:** Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the eighteen (18) monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. A permanent intermittent employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

F.—F. Each department will establish a date by which its permanent intermittent employees shall receive their regular pay.

~~G.F. Dental Benefits: A permanent intermittent employee will be eligible for dental benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a dental benefit plan within sixty (60) days from the end of the qualifying control period. A retired State employee, who maintained dental benefits in retirement and subsequently reinstates as a permanent intermittent employee, may continue enrollment in a dental plan in the first control period of reinstatement to State service; to continue eligibility after the first control period, the employee must meet the eligibility criteria as outlined previously in this paragraph.~~

G. Health/Dental/Vision Benefits: A permanent intermittent employee will be eligible for ~~health~~ these benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a ~~health~~ these benefit plans within sixty (60) days from the end of the qualifying control period. A retired State employee, who maintained health benefits in retirement and subsequently reinstates as a permanent intermittent employee, may continue enrollment in a health plan in the first control period of

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reinstatement to State service; to continue eligibility after the first control period, the employee must meet the eligibility criteria as outlined previously in this paragraph.

Premiums paid by the employee for these benefits are pre-tax, in accordance with Section 11.4 of this contract.

~~H. Vision Service Plan: A permanent intermittent employee will be eligible for the State's vision services plan during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two control periods. To continue benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods. For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in the vision service plan within sixty (60) days from the end of the qualifying control period.~~

I. H. Permanent intermittent employees will be entitled to continuation of health, dental, and vision benefits pursuant to Public Law 99-272, Title X, Consolidated Omnibus Reconciliation Act (COBRA).

~~J. I. FlexElect Program and CoBen Cash Option: Permanent intermittent (PI) employees may only participate in the Pre Tax Premium and/or Cash Option shall be eligible to participate in the CoBen Cash Option Program for medical health and/or dental insurance coverage if they meet the eligibility criteria for state-sponsored health benefits and the FlexElectCoBen Cash Option Program, including but not limited to having qualifying group health coverage from another source. PI employees enrolled in Tricare, Medicare, Medi-Cal, Covered California, and other forms of individual health coverage, as defined by CalHR, are not eligible to participate or enroll in the CoBen or FlexElect Cash Options. PI employees may receive the CoBen Cash Option only for the January through June control period and are not eligible to receive the CoBen Cash Option for the July through December control period. PI employees choosing the FlexElect or CoBen Cash Option Program must also meet all of the following criteria:~~

a. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling and;

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- b. Must have a PI appointment that is effective from January 1 through June 30 of the Plan Year for which they are enrolling and;
- c. Must be credited for at least four-hundred-and-eighty (480) hours during the January through June control period of the Plan Year for which they are enrolling and;
- d. Must have submitted the enrollment form during the CoBen open enrollment period or are newly eligible.

~~This subdivision is not grievable or arbitrable. Enrollment into the Pre-tax Premium is automatic for permanent intermittent employees who pay out-of-pocket health and/or dental premiums. Permanent intermittent employees choosing the Cash Option must be credited with a minimum of 480 paid hours in the January 1 through June 30 control period. Permanent intermittent employees may receive FlexElect Cash only for the January through June control period, and are not eligible to receive FlexElect Cash for the July through December control period. However they must remain in the FlexElect Program for the entire plan year unless they experience a valid change in status event.~~

- e. Coben Cash Option: Premiums paid by the employee for these benefits are pre-tax, in accordance with Section 11.4 of this contract.
- K. J. The call-in/scheduling of a permanent intermittent employee and the hours of work an individual permanent intermittent employee may receive shall be applied without prejudice or personal favoritism.
- L. K. A permanent intermittent employee that is offered a permanent full-time or part-time job within a department shall not be denied release from their permanent intermittent employee position by management.
- M. L. All remaining conditions of employment that relate to the permanent intermittent employee shall be administered in accordance with existing rule and regulations, unless modified by this Contract.

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### 20.2 Contracting Out Committee (CoCo)

- A. The State and UAPD share a mission to hire, recruit, and retain civil service employees. Financial responsibility is important with respect to unnecessary and expensive contract use which adversely affects UAPD members and California's tax payers. Thus, UAPD, the California Department of Human Resources (CalHR), the Department of Finance, and the Department of General Services agree to maintain a Contracting Out Committee (CoCo).
- B. The Contracting Out Committee shall consist of eight (8) standing members. UAPD shall select five (5) ~~four (4)~~ representatives and the State shall select four (4) senior level representatives, at least one from each of the aforementioned State Departments. The Co-chairs of CoCo shall be one (1) committee member from UAPD and one (1) senior representative from CalHR. Representatives on either side may be replaced or substituted with adequate notice. CoCo shall meet at least bimonthly or more often as agreed to by the committee. The Co-chairs shall finalize and distribute minutes to all committee members of the previous meeting and the upcoming agenda at least fourteen (14) days in advance of each meeting. Upon mutual agreement subject matter experts may be invited to attend the meetings and contribute to the discussions. Committee members and subject matter experts shall serve without loss of compensation, including preparatory time.
- C. The Contracting Out Committee will monitor and ensure that the Departments involved with BU-16 hiring and contracting out follow the requirements outlined in Section 20.1 of the UAPD MOU. Minutes of each meeting and an annual report shall be documented and made available upon request to interested parties, including but not limited to the UAPD President and Executive Director, the Governor's office and the Legislature.
- D. The Contracting Out Committee will study and make recommendations in a timely manner regarding which contracts may be cancelled or reduced by the State. CoCo will also ~~explore the following objectives~~ develop a recruitment and retention report by December 31, 2017 February 1, 2021, which shall be submitted to the Director of the California Human Resources (CalHR), and legislative budget committees, and will explore the following:
1. A public and easily accessible state website where current, accurate and real time contracting out data may be viewed.
  2. "In House" Registry of BU-16 employees who would enjoy priority over outside contractors in performing additional work opportunities offered by the State.

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3. Sequential and/or cumulative term limits for individuals and other entities contracting with the state and a buffer time period between state employee status and contractor status.
  4. Steady reduction of contractor reimbursement to encourage their applications into vacant civil service positions.
  5. Improving the recruitment and retention of civil service employees.
  6. Improvement of transparency and stream lining the civil service hiring process.
- E. The CalHR officer will ensure that each Department provides the UAPD with the designated contact responsible for providing the UAPD with copies of Request for Proposals (RFPs), Invitations for Bid (IFBs) for personal services contracts, copies of the Standard Form 215 (or its departmental equivalent) and any or all personal services contracts that call for services found in the Bargaining Unit 6 class specifications.
- F. Any dispute pertaining to this section may be appealed to the third step of the grievance and arbitration procedure in this contract. The decision at the third step is final and binding on all parties.

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**Management Counter Proposal**

**Bargaining Unit: 16**

**Date: June 29, 2020**

**Exclusive Representative: UAPD**

**Subject: Successor Agreement and Employee Compensation Reduction**

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NEW Side Letter

The State and UAPD agree to incorporate the Side Letter 18-021 Public Employee Communication as a side letter to this MOU. (Attached)

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**Management Roll Over Proposal**

**Bargaining Unit: 16**

**Date: June 29, 2020**

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**Rollover Over**

The following sections are roll over:

PREAMBLE

ARTICLE 2 - UNIT ASSIGNMENT AND CLASSIFICATION

ARTICLE 3 - UAPD RIGHTS

3.2 UAPD Information

3.3 Stewards' Rights

3.4 Access to Employees

3.5 Distribution of Literature

3.6 Bulletin Boards

3.7 Use of State Facilities

3.8 Fees and Assessments

3.10 Use of State Equipment

3.11 UAPD Release Time

ARTICLE 4 - STATE RIGHTS

ARTICLE 5 - GENERAL PROVISIONS

5.2 Reprisals

5.3 No - Strike Clause

5.4 No Lockout

ARTICLE 6 - GRIEVANCE AND ARBITRATION

6.1 Purpose

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Management Roll Over Proposal

Bargaining Unit: 16

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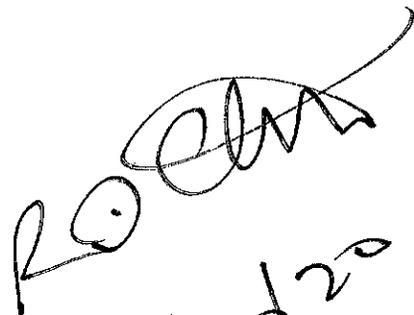
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- 6.2 Definitions
- 6.3 Time Limits
- 6.4 Waiver of Steps
- 6.5 Presentation
- 6.6 Informal Discussion
- 6.7 Formal Grievance Step 1
- 6.8 Formal Grievance Step 2
- 6.9 Formal Grievance Step 3
- 6.10 Response
- 6.11 Formal Grievance Step 4

ARTICLE 7 - HOURS OF WORK

- 7.1 Flexible and Alternate Work Hours
- 7.2 Voluntary Reduced Worktime
- 7.4 Rest Periods
- 7.5 Rest Areas
- 7.6 Hours of Work
- 7.7 Schedule/Shift Changes
- 7.8 Assignment and Payment of Medical Officer of the Day
- 7.9 On Call/Call Back Assignment
- 7.10 Job-Sharing
- 7.11 Release Time for SPB Hearings

  
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Management Roll Over Proposal

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7.12 Telecommute

7.14 Departmental Joint Labor-Management Committee

ARTICLE 8 - HOLIDAYS

8.1 Holidays

ARTICLE 9 - LEAVES

9.1 Vacation Leave

9.2 Sick Leave

9.3 Bereavement Leave

9.4 Military Leave

9.5 Jury Duty

9.6 Unpaid Leaves of Absence

9.7 Training Leave

9.8 Catastrophic Leave

9.9 Annual Leave Program

9.10 Enhanced Non-Industrial Disability Insurance- Annual Leave

9.11 Parental Leave

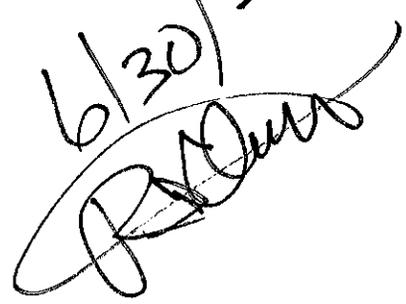
9.12 Adoption Leave

9.13 Catastrophic Leave - Natural Disaster

9.14 Personal Leave

9.15 Enhanced Industrial Disability Leave (EIDL)

9.16 Mentoring Leave

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**Management Roll Over Proposal**

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- 9.17 Non-Industrial Disability-Non-Annual Leave
- 9.18 Transfer of Leave Credits Between Family Members
- 9.19 Work and Family Participation
- 9.20 Organ or Bone Marrow Donor Leave
- 9.21 Voluntary Personal Leave Program (VPLP)
- 9.24 Vacation/Annual Leave Cash Out

**ARTICLE 10 - SALARIES AND ALLOWANCES**

- 10.1 Salary Schedule
- 10.2 Merit Salary Adjustments
- 10.3 Business and Travel Expenses
- 10.5 Timely Payment of Wages
- 10.6 Salary Definitions
- 10.7 Merit Award
- 10.8 Overpayments/Payroll Errors
- 10.9 Labor-Management Committee on State Payroll System
- 10.11 State-Owned Housing Rental and Utility Rates
- 10.12 License Renewal Fees

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**ARTICLE 11 - HEALTH AND WELFARE**

- 11.2 Employee Assistance Program
- 11.3 Long Term Care Insurance Plans
- 11.5 1959 Survivors' Benefits - Fifth Level

**Management Roll Over Proposal**

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11.6 Health Promotion Activities

11.8 Industrial Death or Disability

**ARTICLE 12 - PERSONNEL TOPICS**

12.1 Adverse Actions

12.2 Investigations

12.4 Official Personnel File

12.5 Performance Appraisal

12.6 Professional Judgment

12.7 Malpractice Suit(s)

12.10 Annual Physical

12.11 Out of Classification Assignments

12.12 Department Reports for Unit 16 Positions

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**ARTICLE 13 - HEALTH AND SAFETY**

13.1 Health and Safety Committees

13.2 On-the-Job Injury Reports

13.3 CDCR Training for Unit 16 Employees

13.4 Health and Safety Grievance

**ARTICLE 14 - EMPLOYEE MOVEMENT**

14.1 Voluntary Transfers

14.2 Involuntary Transfers

14.3 Appeal of Involuntary Transfer

**Management Roll Over Proposal**

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14.4 Moving and Relocation Expenses

**ARTICLE 15 - LAYOFF**

15.1 Layoff and Reemployment

15.2 Alternative to Layoff

**ARTICLE 16 - MISCELLANEOUS**

16.1 Medical Staff By-Laws

16.2 Peer Review

16.3 Medical Staff/Hospital Management Committees

16.4 Productivity Criteria Committee

**ARTICLE 17 - COVERAGE AND TERM**

17.1 Entire Agreement

17.2 Supersession

17.3 Savings Clause

17.5 Continuous Appropriation

**ARTICLE 18 - RETIREMENT**

18.2 Second Tier Retirement Plan

18.3 First Tier Eligibility For Employees In Second Tier

18.5 Alternative Pre-Retirement Death Benefit

18.6 Tax Treatment of Employee Retirement Contribution

18.7 401(k) 457 Deferred Compensation Programs

18.9 Public Employees' Pension Reform Act of 2013 (PEPRA)

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**Management Roll Over Proposal**

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18.10 Post-retirement Health and Dental Benefits Vesting

18.11 Employer Contribution for Retiree Health Benefits

**ARTICLE 20 - CONTRACTING OUT**

20.1 Contracting Out

**ARTICLE 21 - STATE TELEHEALTH PROGRAMS**

**SIDE LETTERS, ADDENDUMS, AND ATTACHMENTS**

Side Letter 1 - DSS Disability Determination Service Division – Medical Consultant Pay- Per-Case-Plan

Side Letter 2 - Department of Health Care Services Dental Consultant I, II, III and Dental Program Consultant

Side Letter 3 – Healthy Workplaces, Healthy Families Act of 2014

Attachment A – Salary Schedule

Attachment B - Goldsmith Letter

Attachment B-1 - Clarification of Goldsmith Letter

Attachment C – Working On-Call on Holiday Compensation Chart

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