

**CALIFORNIA DEPARTMENT OF HUMAN RESOURCES
SUMMARY OF SIDE LETTER AGREEMENT
FOR BARGAINING UNIT 10**

**Exclusive Employee Representative:
California Association of Professional Scientists (CAPS-UAW)**

Number of Employees: Approximately 5,001 full-time equivalents

General Provisions:

I. Compensation

Special Salary Adjustments (Section 2.1)

Group A: Employees in the Pest Prevention classification series will receive a Special Salary Adjustment as outlined below.

- Effective the first day of the pay period following ratification, these classifications will be adjusted by increasing the maximum salary range by four percent (4%) and increasing the minimum salary by three and a half percent (3.5%). Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of three and a half percent (3.5%). Employees in these classifications shall retain their anniversary date.

Group B: Employees in the Energy Commission Specialist, Research Scientist, Research Specialist, Energy Resources Specialist, Energy Specialist, Energy Analyst, Toxicologist, and Spectroscopist classification series will receive a Special Salary Adjustment as outlined below.

- Effective the first day of the pay period following ratification, these classifications will be adjusted by increasing the maximum salary range by four percent (4%) and increasing the minimum salary by three and a half percent (3.5%). Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of three and a half percent (3.5%). Employees in these classifications shall retain their anniversary date.

Group C: Employees in the Health Physicist, Ergonomic Specialist (State Compensation Insurance Fund), Industrial Hygienist, Public Health Biologists, Wildlife Forensic Specialist, Industrial Hygienist (State Compensation Insurance

Fund), Ergonomic Specialist (State Compensation Insurance Fund), Economic Entomologist, Microbiologist Intern, Public Health Microbiologist, Examiner Laboratory Field Services, Cytotechnologist, Hazardous Materials Specialist, Cytotechnologist and Agricultural Biologist classification series will receive a Special Salary Adjustment as outlined below.

- Effective the first day of the pay period following ratification, these classifications will be adjusted by increasing the maximum salary range by four percent (4%) and increasing the minimum salary by three and a half percent (3.5%). Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of three and a half percent (3.5%). Employees in these classifications shall retain their anniversary date.

Group D: Employees in the Veterinarian and Plant Sciences, Seismologist, Fish and Wildlife Interpreter, Archeologist, Environmental Scientist, Integrated Waste Management, Senior Geologist, Chemist, Senior Meteorologist Water Resources and Oceanographer classification series will receive a Special Salary Adjustment as outlined below.

- Effective the first day of the pay period following ratification, these classifications will be adjusted by increasing the maximum salary range by five percent (5%) and increasing the minimum salary by three and a half percent (3.5%). Employees at the old maximum of the classification shall move to the new maximum of the classification. Employees not at the old maximum of the classification shall receive a Special Salary Adjustment of three and a half percent (3.5%). Employees in these classifications shall retain their anniversary date.

Telework Stipend Program (Section 7.11)

- Effective the first day of the pay period following ratification, the telework stipend program will end, and Section 7.11 will be deleted.

Personal Leave Program (PLP) 2025 (New)

Effective the first day of the pay period following ratification through the June 2027 pay period, Bargaining Unit 10 employees will participate in PLP 2025.

- Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to three and a half percent (3.5%).

- Each full-time employee shall be credited with six (6) hours of PLP 2025 per month for the duration of the PLP 2025 Program.
- Employees in Work Week Group 2 may request and use PLP 2025 in 15-minute increments.
- PLP 2025 must be used before any other leave except for sick leave and Professional Development Days. Employees may elect to use PLP in lieu of approved sick leave.
- Employees should use all leave earned under PLP 2025 prior to voluntary separation. Appointing powers may schedule employees to take PLP 2025 time off to meet the intent of this section. In circumstances where an employee was not able to use their PLP 2025 prior to separation, PLP 2025 may be cashed out. If an employee's separation is not voluntary and the separation date cannot be extended PLP 2025 shall be cashed out.
- PLP 2025 accruals do not expire.
- Time during which an employee is excused from work because of PLP 2025 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.
- Seasonal and temporary employees are not subject to PLP 2025.
- Part-time and permanent intermittent employees shall be subject to the same conditions as stated above, on a prorated basis.

II. Health Benefits

Health, Dental, Vision (Sections 5.1)

- Effective the first day of the pay period following ratification, State employees shall receive the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits the represented employee would have received had the PLP 2025 not occurred.

III. Leave

Leave (Sections 3.1. and 3.13)

- Effective the first day of the pay period following ratification, the 640-hour vacation and annual leave cap shall be increased by the equivalent number of PLP hours BU 10 employees have been credited with until June 30, 2028. Thereby increasing the cap to 766 hours.
- Upon ratification of this side letter by both parties, BU 10 employees may elect to switch between either program: the Vacation and Sick Leave Program and the Annual Leave Program until October 31, 2025.

An employee may only elect to make the switch once during this time period.

Voluntary Personal Leave Program (VPLP) (Section 3.20)

- Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2025 shall be at the discretion of the employee. If the employee elects to alter their participation in VPLP, they shall be allowed to opt out or change at any time during the PLP 2025 program. For the duration of any mandatory PLP program.

IV. Retirement

Prefunding of Other Post Employment Benefits (Section 8.9)

- Effective the first day of the pay period following ratification by both parties, notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' and employer's monthly contribution for prefunding other post-employment benefits is suspended and shall not be withheld from employees' salaries or contributed by the employer through the June 2027 pay period.

V. Miscellaneous

Telecommute/Telework Program (Section 7.10)

- The provision is modified to include examples of "office" work.
- The provision is modified to provide at least a 60-day notice prior to implementation of, or a change to, an existing telecommuting policy or program.

Electronic Monitoring (Section 19.13)

- This section is now subject to the grievance and arbitration provision as outlined in Article 9.2 (Grievance and Arbitration).

Reopener (New)

- The parties agree to reopen depending on 2026 Budget Act, consistent with the Dills Act and the Budget Act of 2026.
 - If the Legislature does not approve or fully fund any provision of the memorandum of understanding which requires the expenditure of funds for the 2026-2027 fiscal year, either party may reopen negotiations on all or part of the memorandum of

understanding. The parties shall meet and confer in good faith on or before July 1, 2026.

VI. Term

- Upon ratification by both parties, this Side Letter agreement becomes addendum to the July 1, 2024, through July 1, 2027, Bargaining Unit 10 Memorandum of Understanding.

VII. Fiscal

- Fiscal Year 2025-26 Savings: \$6.7 million (\$1.8 million General Fund).
- Total 2 Year Incremental Savings: \$8.9 million (\$2.4 million General Fund).
- Total 2 Year Budgetary Savings: \$15.5 million (\$4.2 million General Fund).

VIII. Agreement

- This Side Letter Agreement represents the reductions in employee compensation based on the 2025 Budget Act.
- The complete Tentative Agreement between the state and CAPS is posted at [CalHR](#).