

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

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

Number of Employees: Approximately 4,737 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 July 1, 2024, these classifications will be adjusted by increasing the maximum salary range by 6 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.
- Effective July 1, 2025, these classifications will be adjusted by increasing the maximum salary range by 4 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.
- Effective July 1, 2026, these classifications will be adjusted by increasing the maximum salary range by 4 percent and increasing the minimum salary by 3 percent. 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 3 percent. 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 July 1, 2024, these classifications will be adjusted by increasing the maximum salary range by 6 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.
- Effective July 1, 2025, these classifications will be adjusted by increasing the maximum salary range by 4 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.
- Effective July 1, 2026, these classifications will be adjusted by increasing the maximum salary range by 5 percent and increasing the minimum salary by 3 percent. 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 3 percent. 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.

- July 1, 2024, these classifications will be adjusted by increasing the maximum salary range by 10 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.
- Effective July 1, 2025, these classifications will be adjusted by increasing the maximum salary range by 4 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.

- Effective July 1, 2026, these classifications will be adjusted by increasing the maximum salary range by 5 percent and increasing the minimum salary by 3 percent. 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 3 percent. 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 July 1, 2024, these classifications will be adjusted by increasing the maximum salary range by 12 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.
- Effective July 1, 2025, these classifications will be adjusted by increasing the maximum salary range by 5 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.
- Effective July 1, 2026, these classifications will be adjusted by increasing the maximum salary range by 5 percent and increasing the minimum salary by 3 percent. 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 3 percent. Employees in these classifications shall retain their anniversary date.

Night Shift Differential (Section 2.3)

- Effective the first day of the pay period following ratification by both parties, the night shift pay differential shall increase from \$.50 cents per hour to \$1.50 per hour.

***Licensure and Certification – Continuing Education – Licensed Veterinarians
(includes Licensed Veterinarian Specialist) (Section 15.11)***

- Effective the first day of the pay period following ratification, the State will reimburse from \$1,000 to \$1,500 per year to cover continuing education costs. Employees working less than full-time shall receive a pro-rated amount of \$1,500.

Bilingual Differential Pay (Section 2.4)

- Effective the first day of the pay period following ratification, the bilingual pay differential will increase from \$100 per month to \$200 per month.

Alternate Range Criteria 40 (Section 2.9)

- Effective the first day of the pay period following ratification, the State agrees to eliminate the AR 40 provision for Unit 10 employees who work at an institution for the California Department of Corrections and Rehabilitation in the classes of Associate Hazardous Materials Specialist, and Senior Hazardous Material Specialist (Technical). These employees will be placed in Range B and will continue to be expected to supervise inmate/ward workers.

Educational Pay Differential (Section 2.17)

- Effective the first day of the pay period following ratification by both parties, employees in various classifications who possess a master's degree shall receive a 2 percent pay differential.
- Effective the first day of the pay period following ratification by both parties, employees in various classifications who possess a doctoral degree or degree of Doctor of Medicine shall receive a 3 percent pay differential.
- The non-cumulative differential shall not be considered compensation for the purposes of retirement.

Geographic Pay Differential (New 2.18)

- Effective July 1, 2024, BU 10 employees whose worksite is located in the counties of Alameda, Contra Costa, Marin, San Mateo, San Francisco or Santa Clara County shall receive a monthly \$250 differential.
- The differential shall not be considered compensation for the purposes of retirement.

Longevity Pay Differential (New 2.19)

- Effective July 1, 2024, BU 10 employees will be eligible to receive the corresponding monthly longevity payment differential on the following schedule:
 - 17 years of state service – 2 percent of base pay.
 - 18 years of state service – 3 percent of base pay.
 - Effective July 1, 2025, 19 years or more of state services – 4 percent of base pay.
 - Effective July 1, 2026, 20 years or more of state service – 5.5 percent of base pay.
- All time spent in state service shall count as long as the employee is in the BU 10 classification at the time of eligibility.
- The percentages are non-cumulative.
- The pay differential shall be considered compensation for retirement purposes.

Fire Mission Pay Differential (New Section 2.24)

- Effective the first day of the pay period following ratification, BU10 classifications who are employed by the Department of Forestry and Fire Protection and are Fireline qualified shall receive a Fire Mission Pay differential of a one-step increase when summer preparedness has been declared for the employee's unit. Fire Mission pay shall be effective upon the first day of the pay period for which summer preparedness is implemented in the employee's unit and shall be discontinued upon the first day of the pay period for which winter preparedness is declared in the employee's unit.
- This pay differential is not considered compensation for retirement purposes.

Department of Industrial Relations (DIR) Certification Credential Differential (New Section 2.X)

- Effective the first day of the pay period following ratification by both parties, BU 10 employees in the Industrial Hygienist classification series who achieve and maintain a Certified Associate Industrial Hygienist Credential issued by the Board for Global Environment, Health, and Safety Credentialing (formerly the American Board of Industrial Hygiene) shall receive a monthly differential of 2 percent of base pay.
- Effective the pay period following ratification by both parties, BU 10 employees in the Industrial Hygienist classification series who achieve and maintain a Certified Industrial Hygienist credential issued by the Board for Global Environment, Health, and Safety Credentialing

(formerly the American Board of Industrial Hygiene) shall receive a monthly pay differential of 3 percent of base pay.

- The differential shall not be considered compensation for retirement purposes.

Bereavement Leave (Section 3.4)

- Incorporates statutory requirements expanding bereavement leave to five unpaid days.
- Clarifies a workday is eight hours.

Safety Footwear (Section 6.7)

- Effective the first day of the pay period following ratification, employees employed by the Department of Forestry and Fire Protection and are Fireline qualified or employees in the Assistant State Archeologist, Associate State Archeologist, Environmental Scientist, Senior Environmental Scientist (Specialist) classification employed by the Department of Parks and Recreation and are Fireline qualified shall be reimbursed up to \$480.00 every year for the purchase or refurbishment of National Fire Protection Association (NFPA) Wildland Fire Boots.

II. Miscellaneous

Classification and Consolidation Joint Labor Management Committee (New Section 2.22)

- The parties agree to establish a Joint Labor Management Committee (JLMC) to consider and discuss potential consolidation of Bargaining Unit 10 classifications that may be necessary, appropriate, and mutually advantageous to the State and CAPS.
 - The committee shall complete work necessary to present a mutually supported Research Scientist consolidation proposal package to the State Personnel Board (SPB) within 6 months prior to the expiration of this MOU. Nothing in this section shall be interpreted to guarantee the SPB's consideration or approval of the proposed package.
 - CalHR shall initiate a management workgroup which includes the Energy Commission and any other departments employing the Energy Resource Specialist, Energy Commission Specialist or Energy Analyst classifications to determine feasibility of consolidation. During the term of this MOU, the workgroup shall provide updates on this effort to the JLMC.

- The JLMC meetings shall be scheduled at least quarterly, beginning no later than 120 calendar days after full ratification of this MOU.

Promotional Review Joint Labor Management Committee (New - Section 2.23)

- The parties agree to form a Joint Labor Management Committee (JLMC) to review promotional pathways, including the Minimum Qualifications, for the following classification series: Examiner, Lab Field Services, Fish and Wildlife Interpreter, Health Physicist, Insect Biosystematist, Pest Prevention Assistant, Plant Nematologist, Plant Pathologist Diagnostician, Seed Botanist and State Archeologist.
- The first meeting will occur no later than 90 days after full ratification of the MOU and bi-monthly thereafter. The parties will endeavor to complete the list and work through the classifications in a timely manner to meet the recommendation deadline.
- The JLMC shall be completed no later than three months before expiration of the MOU.
- The JLMC will submit its recommendations to CalHR and CAPS.
- If CalHR and CAPS mutually agree, as a result of the committee's recommendations, that there is a critical issue that warrants immediate action, the parties will agree to meet and confer to address the identified issue.

Classification Review (New: 2.25)

- During the term of the agreement, CalHR will initiate an audit of work performed by BU 10 classifications to ensure that the work performed meets the classification specifications according to the classification plan. Each classification is distinguished by the official State Personnel Board (SPB) classification specification, which describes the duties, responsibilities, typical tasks, and minimum qualification standards for each state classification. A misallocation is defined as duties of a position that are not consistent with the scope of duties and responsibilities listed in the SPB classification specification. The following allocation factors will be used to determine if audited positions are consistent with the classification specifications: nature of the work itself; work being performed; purpose of position (i.e. why the position exists); job requirements, typical tasks, minimum qualifications; knowledge and abilities; variety and scope of responsibility; complexity of work, decision-making authority and level of independence; consequence of error; sensitivity; and supervision exercised or received.

- The main objective of this audit will include the following: Identifying the duties, responsibilities, and requirements of the position and assess the nature, level, and scope of work currently performed by incumbents as compared with the classification specification and incumbents in the same department doing similar work. This will include desk audits, interviews, and job shadowing as well as a review of the official duty statements against the classification specifications.
- The parties will mutually agree upon five classifications to be audited across two to four user departments that are mutually agreed upon for each classification. The state will endeavor to have the audits completed in order to meet the recommendations deadline.
- CalHR will provide CAPS-UAW with a copy of the audit recommendations upon receipt, but no later than six months prior to the expiration of the MOU, and the parties will meet to discuss the next steps.
- The parties will mutually agree, in a timely manner, on the solicitation language of the Request for Proposals (RFPs), if an RFP is issued.

Union Leave (Section 3.6)

- CAPS agrees to increase union reimbursement to rates payable to the State for authorized Union Leave to reach actual expenses related to the employee's salary and benefits as follows:
 - July 1, 2024, increase from 31 percent to 39 percent.
 - July 1, 2025, increase from 39 percent to 47 percent.
 - July 1, 2026, increase from 47 percent to 54.62 percent (current rate related to benefits) and thereafter the actual expenses related to the employee's salary and benefits.

Non- Industrial Disability Insurance (Section 3.9)

- BU 10 employees will be eligible for Non-Industrial Disability Insurance (NDI) until the Unit has transitioned to State Disability Insurance (SDI) to ensure that disability insurance coverage is available during the transition period. The transition period is defined as completed once Unit 10 has contributed to the SDI program for six months. After the six-month transition period, NDI will no longer be the Disability Insurance Program for Bargaining Unit 10 employees except otherwise noted in Section 3.24.

Enhanced Non-Industrial Disability (Section 3.14)

- BU 10 employees will be eligible for Enhanced Non-Industrial Disability Insurance (ENDI) until the Unit has transitioned to State Disability

Insurance (SDI) to ensure that disability insurance coverage is available during the transition period. The transition period is defined as completed once Unit 10 has contributed to the SDI program for six months. After the six-month transition period, NDI will no longer be the Disability Insurance Program for Bargaining Unit 10 employees except as otherwise noted in Section 3.24.

State Disability Insurance (New Section- 3.24)

- At the earliest possible date within six months from ratification, implementation of the SDI program for Bargaining Unit 10 shall be completed. The completion of implementation will signify the beginning of SDI deductions and the beginning of the transition period.
- The six-month transition period will allow BU 10 employees to continue to be covered under NDI or ENDI and will provide them with six months of payment into SDI.
- For a period of three months, after the transition of Bargaining Unit 10 employees to SDI is complete, employees may elect to switch between either program: the Vacation and Sick Leave Program or the Annual Leave Program.

Employee Donated Release Time Bank (New 3.25)

- The State and CAPS-UAW shall meet regarding the establishment of a Unit 10 Employee Donated Release Time Bank whereby Unit 10 employees would be permitted to voluntarily contribute identified leave credits for use by BU 10 employees identified by CAPS-UAW. The first meeting shall occur no later than five months following ratification of the agreement.

Business and Travel Expenses (Section 6.1 and Appendix 1)

- During the term of this contract the State shall implement a business and travel expense reimbursement program that includes adopting the federal standard Meal and Incidental Expense (M&IE) rate and lodging rates established by the federal General Services Administration (GSA). This shall include:
 - Adopting the M&IE rate established by the GSA at the time of travel for in-state and out-of- state travel;
 - Adopting federal standard and non-standard reimbursement rates at the time of travel for in-state, out-of-state, and out-of-country lodging;

- Simplifying current reimbursement policy and administration and providing up to 75 percent of the federal standard rate established by the GSA for M&IE for the first and last day of travel; and
- Adopting the federal standard M&IE reimbursement rates for long-term travel meals. Receipted lodging shall be reimbursed up to the maximum federal standard and non-standard reimbursement rates.

Moving Expenses (Section 6.2)

- Whenever an employee is reasonably required by the State to change their place of residence, the state shall reimburse the employee per the requirements, timeframes, and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

Ergonomic Evaluations (New Section 14.2)

- Upon written request of the employee, the State shall provide, based on departmental policy and within a reasonable time frame, an ergonomic evaluation of the employee's primary workstation by a trained evaluator. As a result of the evaluation, the State, as necessary, shall make appropriate ergonomic equipment available.

Transportation Incentives (Section 19.6)

- Effective the first day of the pay period following ratification by both parties, employees working in areas served by mass transit will be eligible for a 100 percent discount on public transit passes up to the exclusion amount provided by the Internal Revenue Service.
- Effective the first day of the pay period following ratification by both parties, employees riding in vanpools or driving vanpools will be eligible for a 100 percent reimbursement of the monthly fee up to the exclusion amount provided by the Internal Revenue Service.

California State Payroll System Project (New Section 19.XXX)

- The parties shall, upon notice, reopen applicable contract sections needed to implement changes required by the California State Payroll System Project.

Electronic Monitoring (New Section 19.13)

- The State shall not use log on/off times on the computer or electric access card entry/exit times of the employee as the sole source of attendance reporting or as the sole reason for discipline.
- Electronic location tracking will primarily be used for operational efficiency, safety, and security. The data shall not be the sole basis for disciplinary action unless driving behavior or vehicle use constitutes cause for disciplinary action.

Side Letter (New -ULP Withdrawal)

- The parties agree as part of the total tentative agreement that, should the agreement be ratified by both parties, CalHR shall withdraw PERB Case No. SA-CO-526-S and CAPS-UAW SA-CE-2260-S. Upon reaching a tentative agreement, the parties shall ask PERB to stay and/or abey the cases pending ratification results.

III. Duration

- July 1, 2024, through July 1, 2027.

IV. Fiscal

- Fiscal Year 2022-23: \$40.9 million (\$11.8 million General Fund).
- Total 3-Year Incremental Cost: \$94.1 million (\$26.8 million General Fund).
- Total 3-Year Budgetary Cost: \$201.4 million (\$57.7 million General Fund).

V. Agreement

- The complete Tentative Agreement between the state and CAPS is posted at [Labor Relations Unit 10 - Professional Scientific \(ca.gov\)](https://laborrelations.ca.gov/labor-relations-unit-10-professional-scientific).