CALIFORNIA DEPARTMENT OF HUMAN RESOURCES SUMMARY OF COLLECTIVE BARGAINING AGREEMENT FOR BARGAINING UNIT 2

Exclusive Employee Representative: California Attorneys, Administrative Law Judges and Hearing Officers in State Employment (CASE)

Number of Employees: Approximately 5,240 full-time equivalents

General Provisions

I. Compensation

General Salary Adjustment (GSI) (Section 5.1)

• Effective July 1, 2025, all Bargaining Unit 2 employees shall receive a GSI of 3 percent (3%).

Special Salary Adjustments (Section 5.1)

- Effective July 1, 2027, the following BU 2 classifications will be adjusted by increasing the maximum salary rate by four and a half percent (4.5%):
 - o 5780 Attorney IV
 - o 5781 Attorney V
 - o 5705 Deputy Attorney General IV
 - o 5701 Deputy Attorney General V
- Employees at the old maximum of the above classifications shall move to the new maximum of the classification.
- Employees in these classifications shall retain their anniversary date.
- Employees not at the old maximum of the above classifications shall receive a Special Salary Adjustment of two percent (2%).
- Effective July 1, 2027, all Bargaining Unit 2 employees not identified above shall receive a Special Salary Adjustment of two percent (2%).

Personal Leave Program (PLP 2025) (New) (Side Letter #1)

- Effective the first day of the July 2025 pay period through the October 2026 pay period, PLP 2025 will apply to BU 2-represented employees.
- Employees continue to work their assigned work schedules and shall have a reduction in pay equal to four and sixty-two hundredths percent (4.62%).

- Each full-time employee shall be credited with 8 hours of PLP 2025 on the first day of each pay period for the duration of the PLP 2025 program.
- PLP 2025 accruals do not expire. PLP 2025 may be cashed out upon separation from state service.
- PLP 2025 leave shall not be considered as "time worked" for overtime purposes.

Telework Stipend (Section 5.13)

• The Telework Stipend shall sunset on June 30, 2025.

Leaves (Sections 9.1, 9.4, and 9.11)

- The 640 hour cap for both Vacation Leave and Annual Leave shall be increased by 128 hours, which is the equivalent number of PLP 2025 hours employees received, until December 31, 2027. On January 1, 2028, the cap shall revert to 640 hours.
- Permanent or probationary employees, and non-permanent employees who have been employed for at least 30 days, may take up to five (5) workdays of unpaid bereavement leave per occurrence for the death of a spouse, domestic partner (as defined in Family Code Section 297), child, parent, stepparent, sibling, grandparent, grandchild, or parent-in-law (defined in accordance with Section Government Code Section 12945.2), or any person residing in the immediate household. Of these five (5) unpaid workdays, three (3) days may qualify for pay if authorized by a department head or designee.

II. Health Benefits

Health, Dental, Vision (Section 11.1)

- CoBen allowance increases as follows:
 - The State shall contribute \$851 per month for coverage of an eligible employee. (Party code one)
 - The State shall contribute \$1,689 per month for coverage of an eligible employee plus one dependent. (Party code two)
 - The State shall contribute \$2,204 per month for coverage of an eligible employee plus two or more dependents. (Party code three)

• The State's monthly health benefit contribution for each employee shall continue to be a flat dollar amount equal to 80 percent (80%) of the weighted average of the basic health benefit plan premiums of the four largest enrolled basic health plans. The flat dollar amounts shall be increased or decreased as appropriate pursuant to the formula on January 1, 2026, January 1, 2027, and January 1, 2028.

Prefunding of Other Post-Employment Benefits (OPEB) (Section 14.7)

Notwithstanding Government Code sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' and employer's monthly contribution (scheduled to be 1.7 percent on July 1, 2025) for prefunding other post-employment benefits for the 2025-26 and 2026-27 fiscal year, as described in section 14.7 paragraph A, is suspended and shall not be withheld from employees' salaries or contributed by the employer beginning on July 1, 2025, and ending on June 30, 2027.

III. Allowances and Reimbursements (Section 12.XX)

• Bicycle Commuter Program added to the MOU consistent with state travel policy adopted in May 2018.

IV. Retirement (Section 14.3)

• Various clean-up items including tying Bargaining Unit 2 industrial members to auto-adjust, updating Safety retirement rate information and auto-adjust, and deferring auto-adjust to July 1, 2027.

V. Term

• The MOU term is from July 1, 2025, through June 30, 2028.

VI. Fiscal

- Fiscal Year 2025-26 savings: \$33.2 million (\$9.5 million General Fund)
- Total 4-Year Incremental Cost: \$20.8 million (\$6.3 million General Fund)
- Total 4-Year Budgetary Cost: \$157.3 million (\$45.9 million General Fund)

VII. Agreement

• The complete Tentative Agreement between the state and CASE is posted on the <u>CalHR Bargaining Unit 2 Contract Webpage</u>.