

MANAGEMENT ROLLOVER COUNTER PROPOSAL
April 2, 2025 - TA

Bargaining Unit: 2

Date: 04/02/2025

Exclusive Representative: CASE

Time: 1:12

Article: Multiple

Subject: Rollover

CASE and the State agree to roll over the following provisions:

ARTICLE 1 – RECOGNITION AND PURPOSE

1.1 Recognition and Purpose

ARTICLE 2 – CASE RIGHTS

2.2 Access

2.3 Bulletin Boards

2.4 Distribution of Literature

2.5 Bargaining Unit Information

2.6 Use of State Rooms, Phones, and Electronic Communication Equipment

~~2.7 Dues Deduction~~

2.8 Safety Committee

2.10 Union's Right to Employee Contact Information

2.11 No Reprisals

2.12 Labor Management Program

~~ARTICLE 4 – GENERAL PROVISIONS~~

~~4.2 Savings Clause~~

~~4.4 Supersession~~

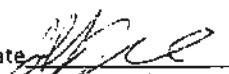
ARTICLE 6 – HOURS OF WORK

6.5 Rest Periods

6.6 Meal Periods (Work Week Group 2 – WWG2)

Date April 2, 2025

State

 4/9/25

CASE

 4/9/2025

MANAGEMENT ROLLOVER COUNTER PROPOSAL

April 2, 2025 - TA 3:12 PM

ARTICLE 9 - LEAVES

~~9.7 Catastrophic Leave (Work and Family Transfer of Leave Credits)~~

~~9.8 Catastrophic Leave - Natural Disaster~~

9.9 Jury Duty

9.10 Domestic Partners

9.15 Tax Deferral of Lump Sum Leave Cash Out Upon Separation

9.16 Family Medical Leave Act (FMLA)

9.17 Organ Donor Leave

9.18 Precinct Election Board

9.19 Personal Leave Program - 2020

9.21 Wounded Warriors Transitional Leave

9.22 Release Time for State Civil Service Examinations

~~ARTICLE 12 - ALLOWANCES AND REIMBURSEMENTS~~

~~12.6 State-Owned Housing Rental and Utility Rates~~

ARTICLE 13 - MISCELLANEOUS

13.3 Remodeling, Renovations, and Repairs

13.4 Card Key Replacements

13.8 Undercover Vehicle Equipment, Board of Parole Hearings

ARTICLE 16 - TRANSFERS & PERSONNEL

16.1 Temporary Employee Loans and Exchanges

16.3 Appeal of Involuntary Transfer

16.5 Hardship Transfer

16.6 Personnel Files

Date April 2, 2025

State

[Signature] 4/9/25

CASE

[Signature] 4/9/2025

UNION PROPOSAL
June 4, 2025 - TA

Bargaining Unit: 2

Date: 06/4/2025

Exclusive Representative: CASE

Time: 1:36 PM

Article: Multiple

Subject: Rollovers

CASE and the State agree to roll over the following provisions:

ARTICLE 2 – CASE RIGHTS

2.9 - New Employee Orientation

2.13 - Confidential Designations

ARTICLE 7 – GRIEVANCE AND ARBITRATION

7.1 - Purpose

7.2 - Definitions

7.3 - Time Limits

7.4 - Waiver of Steps

7.5 - Presentations

7.6 - Informal Discussion

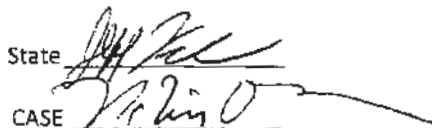
ARTICLE 15 – CLASSIFICATION

15.2 - Classification Changes

Date June 4, 2025

State

CASE

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UNION COUNTER PROPOSAL

April 30, 2025 – TA at

11:05 AM

Bargaining Unit: 2

Date: 04/30/2025

Exclusive Representative: CASE

Time: 11:05 am

Article: Multiple

Subject: Rollovers

CASE and the State agree to roll over the following provisions:

ARTICLE 6 – HOURS OF WORK

~~6.2 – Work Week Groups~~

6.3 - Hours of Work and Work Schedules – WWGs E and SE

ARTICLE 7 – GRIEVANCE AND ARBITRATION

~~7.1 – Purpose~~

~~7.2 – Definitions~~

~~7.3 – Time Limits~~

~~7.4 – Waiver of Steps~~

~~7.5 – Presentations~~

~~7.6 – Informal Discussion~~

~~7.7 – Formal Grievance – Step 1~~

~~7.8 – Formal Grievance – Step 2~~

~~7.9 – Formal Grievance – Step 3~~

~~7.10 – Response~~

~~7.11 – Formal Grievance – Step 4~~

~~7.12 – Health and Safety Grievances~~

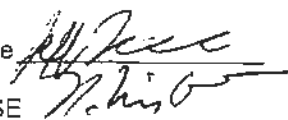
~~7.13 – Immediate Dispute Resolution – Health and Safety~~

~~7.14 – Grievance Review~~

Date April 30, 2025

State

CASE



UNION COUNTER PROPOSAL

April 30, 2025 – TA at

11:05 AM

ARTICLE 9 – LEAVES

~~9.2 – Unpaid Leave of Absence~~

~~9.5 – Parental Leave~~

~~9.6 – Adoption Leave~~

ARTICLE 10 - LAYOFF

10.4 - Layoff Employee Assistance Program

ARTICLE 11 – HEALTH AND WELFARE

11.2 - Compliance with State and Federal Law

11.3 - Group Legal Services Plan

~~11.4 – Long-Term Care Insurance Plans~~

11.5 - Pre-Tax of Health/Dental Premiums Costs

11.9 - 1959 Survivors' Benefits - Fifth Level

11.11 - Independent Medical Examinations

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

12.2 - Commute Programs

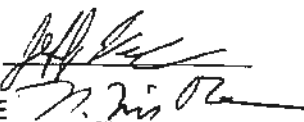
~~12.4 – Parking Rates~~

12.5 - Responsibility for Litigation Costs

Date April 30, 2025

State

CASE

Handwritten signatures for the State and CASE. The State signature is written over a horizontal line, and the CASE signature is written below it.

Management Rollover Proposal

June 10, 2025 - TA

Bargaining Unit: 2

Date: 06/10/2025

Exclusive Representative: CASE

Time: 11:39 AM

Article: Multiple

Subject: Roll Over #7 – Various Sections

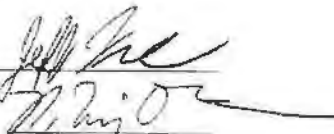
The State proposes to roll over the following provisions:

| ARTICLE 2 – CASE RIGHTS | |
|------------------------------------|---|
| 2.1 | CASE-Representation |
| ARTICLE 4 – GENERAL PROVISIONS | |
| 4.1 | No-Strike/No Lockout Clause |
| 4.2 | Savings Clause TA -6/10/2025 at 11:39 AM |
| 4.3 | Entire Agreement |
| ARTICLE 5 – SALARIES | |
| 5.5 | Bilingual Differential Pay |
| 5.9 | Recruitment and Retention, State Prisons |
| 5.10 | Out-of-State Differential Pay |
| 5.12 | Recruitment and Retention Differential |
| 5.14 | Administrator of the Day, On-Call Pay Differential |
| ARTICLE 8 – HOLIDAYS | |
| 8.1 | Holidays |
| ARTICLE 9 – LEAVES | |
| 9.23 | Cash Out of Vacation/Annual Leave |
| ARTICLE 14 – RETIREMENT PROVISIONS | |
| 14.4 | First-Tier Eligibility for Employees in Second Tier |
| 14.6 | Alternative Preretirement Death Benefit |

Date June 10, 2025

State

CASE



Management Rollover Proposal

June 11, 2025 – TA

Bargaining Unit: 2

Date: 06/11/2025

Exclusive Representative: CASE

Time: 11:55 AM


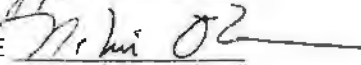
Article: Multiple

Subject: Roll Over #8 – Various Sections

The State proposes to roll over the following provisions:

| ARTICLE 9 – LEAVES | |
|-----------------------------------|--|
| 9.2 | Unpaid Leave of Absence |
| 9.7 | Catastrophic Leave - (Work and Family Transfer of Leave Credits) -TA – 6/11/2025 at 11:55 AM |
| 9.8 | Catastrophic Leave - Natural Disaster TA – 6/11/2025 at 11:55 AM |
| 9.14 | Professional Development Days |
| ARTICLE 13 – MISCELLANEOUS | |
| 13.2 | Office Space |

Date June 11, 2025

State 
CASE 

UNION PROPOSAL

Bargaining Unit: 2

Date: 06/17/2025

Exclusive Representative: CASE

Time Passed:

Article:

Subject: ACCEPTANCE OF STATE PROPOSALS & ROLLOVERS

ARTICLE 2 – CASE RIGHTS

2.1 CASE Representation

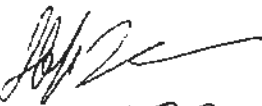
2.7 Dues Deduction


ARTICLE 4 – GENERAL PROVISIONS

4.3 Entire Agreement

ARTICLE 6 – HOURS OF WORK

6.2 Work Week Groups

11:44am

6/17/25


6/17/2025

Management Rollover Proposal
June 19, 2025 – TA at 10:25 AM

Bargaining Unit: 2

Date: 06/19/2025

Exclusive Representative: CASE

Time: 10:25 AM

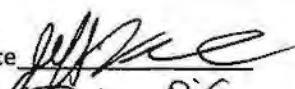

Article: Multiple

Subject: Roll Over #9 – Various Sections

The State proposes to roll over the following provisions:

| ARTICLE 3 - STATE RIGHTS | |
|---------------------------------------|--|
| 3.1 | State Rights |
| ARTICLE 4 - GENERAL PROVISIONS | |
| 4.1 | No-Strike/No Lockout Clause |
| 4.4 | Supersession TA- 6/19/25 at 10:25 am |
| ARTICLE 5 - SALARIES | |
| 5.2 | Salary Survey |
| 5.3 | Merit Salary Adjustments |
| 5.4 | Range Changes |
| 5.5 | Bilingual Differential Pay |
| 5.6 | Overpayments/Payroll Errors |
| 5.7 | Late Docks |
| 5.8 | Timely Payment of Wages |
| 5.9 | Recruitment and Retention, State Prisons |
| 5.10 | Out-of-State Differential Pay |
| 5.12 | Recruitment and Retention Differential |
| 5.13 | Telework Stipend |
| 5.14 | Administrator of the Day, On-Call Pay Differential |

Date June 19, 2025

State 
CASE 
Page 1 of 4

Management Rollover Proposal

June 19, 2025 – TA at 10:25 AM

| | |
|--|--|
| 5.15 | Labor-Management Committee on State Payroll System |
| ARTICLE 7 - GRIEVANCE AND ARBITRATION | |
| 7.7 | Formal Grievance – Step 1 |
| 7.8 | Formal Grievance – Step 2 |
| 7.9 | Formal Grievance – Step 3 |
| 7.10 | Response |
| 7.11 | Formal Grievance – Step 4 |
| 7.12 | Health and Safety Grievances |
| 7.13 | Immediate Dispute Resolution – Health and Safety |
| 7.14 | Grievance Review |
| ARTICLE 8 - HOLIDAYS | |
| 8.1 | Holidays |
| ARTICLE 9 - LEAVES | |
| 9.2 | Unpaid Leave of Absence |
| 9.3 | Sick Leave |
| 9.5 | Parental Leave |
| 9.6 | Adoption Leave |
| 9.12 | Mentoring Leave |
| 9.14 | Professional Development Days |
| 9.20 | Voluntary Leave Program |
| 9.23 | Cash Out of Vacation/Annual Leave |
| ARTICLE 10 - LAYOFF | |
| 10.1 | Layoff and Reemployment |

Date June 19, 2025

State

CASE

Page 2 of 4

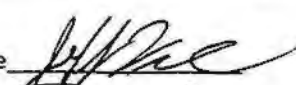
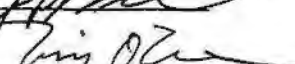
Jeff Mc
Simon

Management Rollover Proposal

June 19, 2025 – TA at 10:25 AM

| | |
|---|---|
| 10.2 | Reducing the Adverse Effects of Layoff |
| 10.3 | Alternative to Layoff |
| ARTICLE 11 - HEALTH AND WELFARE | |
| 11.4 | Long-Term Care Insurance Plans |
| 11.6 | Non-Industrial Disability Insurance |
| 11.7 | Enhanced Non-Industrial Disability Insurance – Annual Leave |
| 11.8 | Industrial Disability Leave |
| 11.10 | Employee Assistance Program |
| 11.12 | NDI Family Care Leave |
| ARTICLE 12 - ALLOWANCES AND REIMBURSEMENTS | |
| 12.3 | Moving and Relocation |
| 12.4 | Parking Rates |
| 12.6 | State-Owned Housing Rental and Utility Rates |
| 12.7 | Education and Training |
| 12.8 | Bar Dues/Professional Leave |
| ARTICLE 13 – MISCELLANEOUS | |
| 13.1 | Computer Work Stations |
| 13.2 | Office/Work Space |
| 13.5 | Badges |
| 13.6 | Clerical Support |
| 13.7 | Judicial Attire |
| 13.9 | Case and Hearing Workload – Board of Parole Hearings |
| 13.10 | Case and Hearing Workload – California Unemployment Insurance Appeals Board |
| ARTICLE 14 – RETIREMENT PROVISIONS | |

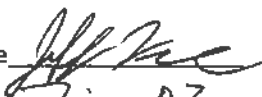

Date June 19, 2025

State 
CASE 
Page 3 of 4

Management Rollover Proposal
June 19, 2025 – TA at 10:25 AM

| | |
|--------------------------------|--|
| 14.1 | Defined Contribution Plans |
| 14.2 | Tax Treatment of Employee Retirement Contribution |
| 14.4 | First Tier Eligibility for Employees in Second Tier |
| 14.5 | Determination of Safety Retirement Eligibility |
| 14.6 | Alternative Preretirement Death Benefit |
| 14.8 | Post-retirement Health and Dental Benefits Vesting |
| 14.9 | Employer Contribution for Retiree Health Benefits |
| ARTICLE 15 – GRIEVANCE | |
| 15.3 | Out-of-Classification Grievances and Position Allocation Hearing Process |
| ARTICLE 16 – EMPLOYMENT | |
| 16.2 | Outside Employment |
| 16.4 | Intra-Departmental Transfers |
| 16.7 | Performance Appraisal of Permanent Employees |

Date June 19, 2025

State 
CASE 
Page 4 of 4

UNION PROPOSAL

TA
6/24/25 2:02 PM

Bargaining Unit: 2

Date: 06/24/2025

Exclusive Representative: CASE

Time Passed:

Article:

Subject: ACCEPTANCE OF STATE PROPOSED ROLLOVERS

ARTICLE 3 – STATE RIGHTS

3.1 State Rights

ARTICLE 4 – GENERAL PROVISIONS

4.1 No-Strike/No Lockout Clause

ARTICLE 5 – SALARIES

5.2 Salary Survey

5.3 Merit Salary Adjustments

5.4 Range Changes

5.6 Overpayments/Payroll Errors

5.7 Late Docks


5.8 Timely Payment of Wages

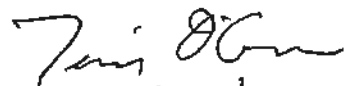
ARTICLE 10 – LAYOFF

10.1 Layoff and Reemployment

10.2 Reducing the Adverse Effects of Layoff

10.3 Alternative to Layoff


6/24/25


6/24/2025

UNION PROPOSAL

Bargaining Unit: 2

Date: 06/24/2025

Exclusive Representative: CASE

Time Passed: 12:10AM

Article:

Subject: ACCEPTANCE OF STATE ROLLOVERS

ARTICLE 5 – SALARIES

- 5.5 Bilingual Differential Pay
- 5.9 Recruitment and Retention, State Prisons
- 5.10 Out-of-State Differential Pay
- 5.12 Recruitment and Retention Differential
- 5.14 Administrator of the Day, On-Call Pay Differential
- 5.15 Labor-Management Committee on State Payroll System

ARTICLE 7 - GRIEVANCE AND ARBITRATION

- 7.7 Formal Grievance - Step 1
- 7.8 Formal Grievance - Step 2
- 7.9 Formal Grievance - Step 3
- 7.10 Response
- 7.11 Formal Grievance - Step 4
- 7.12 Health and Safety Grievances
- 7.13 Immediate Dispute Resolution - Health and Safety
- 7.14 Grievance Review

ARTICLE 8 - HOLIDAYS

8.1 Holidays
TA
12:17AM 6/25/25
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+A
12:17am
6/25/25
rim 0

UNION PROPOSAL

ARTICLE 9 - LEAVES


- 9.2 Unpaid Leave of Absence
- 9.3 Sick Leave
- 9.5 Parental Leave
- 9.6 Adoption Leave
- 9.12 Mentoring Leave
- 9.14 Professional Development Days
- 9.20 Voluntary Leave Program
- 9.23 Cash Out of Vacation/Annual Leave


ARTICLE 11 – HEALTH AND WELFARE

- 11.4 Long-Term Care Insurance Plans
- 11.6 Non-Industrial Disability Insurance
- 11.7 Enhanced Non-Industrial Disability Insurance – Annual Leave
- 11.8 Industrial Disability Leave
- 11.10 Employee Assistance Program
- 11.12 NDI Family Care Leave

ARTICLE 12 – ALLOWANCES AND REIMBURSEMENTS

- 12.3 Moving and Relocation
- 12.4 Parking Rates
- 12.6 State-Owned Housing Rental and Utility Rates
- 12.7 Education and Training
- 12.8 Bar Dues/Professional Leave

TA 12:17 AM
6/25/25


TA 12:17 a.m.
6/25/25


UNION PROPOSAL

ARTICLE 13 – MISCELLANEOUS

- 13.1 Computer Workstations
- 13.2 Office/Work Space
- 13.5 Badges
- 13.6 Clerical Staff
- 13.9 Case and Hearing Workload – Board of Parole Hearings
- 13.10 Case and Hearing Workload – California Unemployment Insurance Appeals Board

ARTICLE 14 – RETIREMENT PROVISIONS


- 14.1 Defined Contribution Plans
- 14.2 Tax Treatment of Employee Retirement Contribution
- 14.4 First Tier Eligibility for Employees In Second Tier
- 14.5 Determination of Safety Retirement Eligibility
- 14.6 Alternative Preretirement Death Benefit
- 14.8 Post-retirement Health and Dental Benefits Vesting
- 14.9 Employer Contribution for Retiree Health Benefits

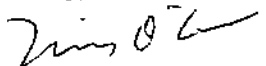
ARTICLE 15 – CLASSIFICATION

- 15.3 Out-of-Classification Grievances and Position Allocation Hearing Process

ARTICLE 16 – TRANSFERS & PERSONNEL

- 16.2 Outside Employment
- 16.4 Intra-Departmental Transfers
- 16.7 Performance Appraisal of Permanent Employees

TA 12:17AM 6/25/25


TA
12:17 am
6/25/25


Management Counter Proposal

Bargaining Unit: 2

Date: 06/24/2025

Exclusive Representative: CASE

Time: 9:45 p.m.

Article: 4

Subject: General Provisions

4.5 Contract Term

The State and CASE agree the term of this agreement will be from July 1, 20225 through June 30, 20258.

TTA
12:20 AM
6/25/25
JW

TA
12:20 a.m.
6/25/25
JW

Management Counter Proposal

Bargaining Unit: 2

Date: 06/24/25

Exclusive Representative: CASE

Time Passed: 9:45 p.m.

Article: 5

Subject: Salaries

5.1 Salaries

A. General Salary Increases (GSI)

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

B. Special Salary Adjustments (SSA)

- 1) Effective July 1, 2027, the following BU 2 classifications will be adjusted by increasing the maximum salary rate by 4.5%:

- 5780 Attorney IV
- 5781 Attorney V
- 5705 Deputy Attorney General IV
- 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 2%.

- 2) Effective July 1, 2027, all Bargaining Unit 2 employees not identified in Section B.1 above shall receive a Special Salary Adjustment of 2%.

C. In order to achieve the necessary savings to address projected budget shortfalls as anticipated in the 2025-26 Governor's May Budget Revision, the parties agree to Personal Leave Program (PLP) 2025 which is outlined in Side Letter #1.

~~A. General Salary Increases (GSI)~~

~~Effective July 1, 2022, all bargaining unit 2 classifications and employees shall receive a GSI of 2.5% salary increase.~~

TA 12:18 AM
6/25/25
JH

TA 12:18 am
6/25/25
JH

Management Counter Proposal

~~Effective July 1, 2023, all bargaining unit 2 classifications and employees shall receive a GSI of 3% salary increase.~~

~~B. Special Salary Adjustments (SSA)~~

~~1) In addition to the GSI provided in Section A above, effective July 1, 2023, the maximum salary range of the following classifications will increase by 4.5%.~~

- ~~• 6016 Administrative Law Judge~~
- ~~• 6103 Administrative Law Judge, Public Utilities Commission~~
- ~~• 6132 Senior Administrative Law Judge~~

~~Employees who have been at the current maximum for 12 qualifying pay periods or more shall be moved to the new maximum of the range. All other employees shall retain their salary and salary anniversary dates.~~

~~2) Effective July 1, 2024, the maximum salary range of all Unit 2 classifications except Attorney level III classifications (see class codes identified in B3 below) will increase by 4.5%.~~

~~Employees who have been at the current maximum for 12 qualifying pay periods or more shall be moved to the new maximum of the range. All other employees shall retain their salary and salary anniversary dates.~~

~~3) Effective July 1, 2024, the maximum salary range of the attorney level III classifications (see classifications below) will increase by 10%:~~

- ~~• 5705 Attorney III~~
- ~~• 5706 Deputy Attorney General III~~
- ~~• 5789 Deputy Attorney III, Caltrans~~
- ~~• 6180 Industrial Relations Counsel III (Specialist)~~
- ~~• 5812 Public Utilities Counsel III, CPUC~~
- ~~• 5537 Real Estate Counsel III (specialist)~~
- ~~• 6274 Senior Board Counsel, ALRB~~
- ~~• 6115 Senior Fair Employment and Housing Counsel (Specialist)~~
- ~~• 6733 Tax Counsel III (Specialist)~~
- ~~• 5763 Deputy State Public Defender Range C (only)~~
- ~~• 6204 Sr. Commission Counsel (Specialist) FFPC~~

~~Employees who have been at the current maximum for 12 qualifying pay periods or more shall be moved to the new maximum of the range. All other employees shall retain their salary and salary anniversary dates.~~

TA 12:18 AM
6/25/25
JMZ

TA 12:18 a.m.
6/25/25
Jms02

Management Proposal

Bargaining Unit: 2

Date: 06/18/2025

Exclusive Representative: CASE

Time: 11:14 a.m.

Article: 5

Subject: National Judicial College Differential

5.11 National Judicial College Differential

- A. Employees in all Administrative Law Judge classifications who complete an equivalent judicial education curriculum shall receive a monthly differential of five percent (5%) of their salary at the beginning of the pay period following the month in which the curriculum was completed. The differential shall be considered compensation for purposes of retirement.
- B. "Equivalent judicial education curriculum" means either a certificate issued by the National Judicial College (NJC) in courses related to administrative law adjudication or twenty (20) hours of judicial education or certification as approved by the department. Equivalency shall be determined by the Department of Human Resources based on recommendations from the employee's department.
- C. CASE recognizes that attendance at department provided training may be postponed for a reasonable period of time to coincide with training offered for other employees.
- D. The State agrees to reimburse employees in all Administrative Law Judge classifications for necessary and reasonable expenses incurred (e.g., tuition and travel expenses) and to provide time off during normal work hours without loss of compensation, upon request, consistent with operational needs, to attend a qualified judicial education curriculum as defined above.
- E. Reimbursement for the above expenses shall be in accordance with the Business and Travel Expense provision of this MOU.

TA 11:57 AM
6/24/25
Jeff [Signature]

TA 11:57 p.m.
6/24/25
Jim [Signature]

Management Proposal

Bargaining Unit: 2

Date: 06/24/2025

Exclusive Representative: CASE

Time: 9:45 p.m.

Article: 5

Subject: Salaries

5.13 Telework Stipend


A. Eligibility


Employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as Remote Centered with an approved telework agreement shall receive \$50 per month.
2. Employees identified as Office Centered with an approved telework agreement shall receive \$25 dollars per month.
3. Incidental telework does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.

B. Payment Process


1. This stipend shall be paid for each eligible pay period, payable the following pay period.
2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.
6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.

TA 11:59 AM
6/24/25 

TA 11:59 p.m.
6/24/25


Management Proposal

7. No receipts shall be required for the payment of this stipend.
 8. Effective October 1, 2021, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved office supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.
- C. The Telework Stipend Program is grievable through the CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.
- D. The Telework Stipend shall sunset on June 30, 2025.

TA 11:59 pm
6/24/25


TA 11:59 pm
6/24/25

Management Proposal

Bargaining Unit: 2

Date: 04/23/2025

Exclusive Representative: CASE

Time: 11:28 am

Article: 6

Subject: Hours of Work

6.1 Overtime

The State and CASE agree, consistent with Government Code section 19844.1 and the Fair Labor Standards Act (FLSA), that no leave time shall be counted as hours worked for the purpose of calculating overtime/premium rates of pay at one and one-half times the regular rate of pay.

A. Travel Time

Notwithstanding any other contract provision, departmental policy or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.

B. Overtime Compensation – WWG 2

Employees in classes assigned to Work Week Group 2 shall be compensated at time and one-half in cash or compensating time off at the discretion of each department head or designee for ordered/authorized overtime of at least one-quarter (1/4) hour at any one time.

Employees shall obtain authorization to work overtime. ~~Employees will only be compensated for overtime ordered or authorized by a supervisor.~~

The employee's preference will be considered when determining whether overtime will be compensated by cash or CTO except as otherwise provided by this agreement.

Overtime will be credited on a one-quarter (1/4) hour basis with a full quarter of an hour credit granted if half or more of the period is worked. Smaller fractional units will not be accumulated.

CTO credits may be used in thirty (30) minute increments.

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UNION COUNTER PROPOSAL

Bargaining Unit: 2

Date: 06/18/2025


Exclusive Representative: CASE

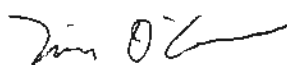
Time Passed: 1:17 p.m.

Article: 6.4

Subject: Telework

- A. The State and CASE recognize that telework has been proven to improve employee morale, reduce traffic congestion and improve productivity.
- B. Employee requests to telework shall not be denied except for operational needs. When teleworking requests are denied, the reason shall be put in writing and provided to the employee within 14 calendar days. ~~if requested by the employee.~~ Employees who believe their request to telework was denied in violation of this subsection, may file a grievance that can be appealed to the fourth level of the grievance procedure.

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Management Counter Proposal

Bargaining Unit: 2

Date: 06/18/2025

Exclusive Representative: CASE

Time Passed: 9:47 p.m.

Article: 9

Subject: Leaves

9.1 Vacation Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of forty-two (42) hours of vacation credit. Part-time employees shall be allowed, on a pro-rata basis, the fractional part of the bonus vacation credit. Thereafter, for each additional qualifying monthly pay period, full-time employees shall be allowed credit for vacation with pay on the first day of the following monthly pay periods as follows:

| Qualifying Months of Service | Hours Credited Per Month |
|-------------------------------------|---------------------------------|
| 7 months to 3 years | 7 hours per month |
| 37 months to 10 years | 10 hours per month |
| 121 months to 15 years | 12 hours per month |
| 181 months to 20 years | 13 hours per month |
| Over 20 years | 14 hours per month |

- B. An employee who returns to State service after an absence of six (6) months or longer, caused by a permanent separation, shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.
- C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall receive vacation leave credits as set forth under Subsection a., above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

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Management Counter Proposal

D. Part-Time Employees

For each additional qualifying monthly pay period, the employee shall be allowed credit for Vacation with pay on the first day of the following monthly pay period as follows:

CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1

| TIME BASE | HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP | | | | | | | HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT |
|-----------|---|------|------|-------|-------|-------|-------|--|
| | 7 | 10 | 11 | 12 | 13 | 14 | 15 | |
| 1/5 | 1.40 | 2.00 | 2.20 | 2.40 | 2.60 | 2.80 | 3.00 | 1.60 |
| 2/5 | 2.80 | 4.00 | 4.40 | 4.80 | 5.20 | 5.60 | 6.00 | 3.20 |
| 3/5 | 4.20 | 6.00 | 6.60 | 7.20 | 7.80 | 8.40 | 9.00 | 4.80 |
| 4/5 | 5.60 | 8.00 | 8.80 | 9.60 | 10.40 | 11.20 | 12.00 | 6.40 |
| 1/8 | 0.88 | 1.25 | 1.38 | 1.50 | 1.63 | 1.75 | 1.88 | 1.00 |
| 1/4 | 1.75 | 2.50 | 2.75 | 3.00 | 3.25 | 3.50 | 3.75 | 2.00 |
| 3/8 | 2.63 | 3.75 | 4.13 | 4.50 | 4.88 | 5.25 | 5.63 | 3.00 |
| 1/2 | 3.50 | 5.00 | 5.50 | 6.00 | 6.50 | 7.00 | 7.50 | 4.00 |
| 5/8 | 4.38 | 6.25 | 6.88 | 7.50 | 8.13 | 8.75 | 9.38 | 5.00 |
| 3/4 | 5.25 | 7.50 | 8.25 | 9.00 | 9.75 | 10.50 | 11.25 | 6.00 |
| 7/8 | 6.13 | 8.75 | 9.63 | 10.50 | 11.38 | 12.25 | 13.13 | 7.00 |
| 1/10 | 0.70 | 1.00 | 1.10 | 1.20 | 1.30 | 1.40 | 1.50 | 0.80 |
| 3/10 | 2.10 | 3.00 | 3.30 | 3.60 | 3.90 | 4.20 | 4.50 | 2.40 |

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| TIME BASE | HOURS OF MONTHLY VACATION CREDIT PER VACATION GROUP | | | | | | | HOURS OF MONTHLY SICK LEAVE AND HOLIDAY CREDIT |
|--------------|---|------|------|-------|-------|-------|-------|---|
| | 7 | 10 | 11 | 12 | 13 | 14 | 15 | 8 |
| 7/10 | 4.90 | 7.00 | 7.70 | 8.40 | 9.10 | 9.80 | 10.50 | 5.60 |
| 9/10 | 6.30 | 9.00 | 9.90 | 10.80 | 11.70 | 12.60 | 13.50 | 7.20 |

E. Permanent Intermittent (PI) Employees

A PI employee will be eligible for vacation leave credit with pay on the first day of the following qualifying monthly pay period following completion of nine hundred sixty (960) hours of compensated work. Thereafter, a PI employee will be eligible for vacation credit with pay in accordance with the schedule in Article 9, Section 9.1(A), on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (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 for an intermittent employee, a department head or designee may:

1. Pay the employee in a lump sum payment for accumulated vacation leave credits; or
2. Schedule the employee for vacation leave; or
3. Allow the employee to retain their vacation credits, or
4. Effect a combination of (1), (2), or (3) above.

F. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over their accrued vacation credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued vacation leave hours if an employee was unable to reduce their accrued hours because the employee was:


1. Required to work as a result of fire, flood, or other extensive emergency;

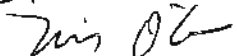
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Management Counter Proposal

2. Assigned work of a priority or critical nature over an extended period of time;
 3. Absent on full salary for compensable injury;
 4. Prevented by department regulations from taking vacation until December 31 because of sick leave; or
 5. On jury duty; or,
 6. Prevented by the department head or designee from utilizing accrued vacation.
- G. It is the employee's responsibility to utilize all vacation hours in excess of the six hundred forty (640) hour cap by the end of each calendar year unless otherwise prevented from doing so as enumerated in subsection E (1-6) above. Whenever an employee's vacation accumulation exceeds six hundred forty (640) hours, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use any hours which will exceed the cap by the end of the calendar year. If the employee does not use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take the excess time at the convenience of the department.
- The 640 hour cap shall be increased by 492128 hours, which is the equivalent number of Personal Leave Program (PLP) 20205 hours employees received, until January December 31, 20242027. On January 1, 2028, the cap shall revert to 640 hours.
- H. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- I. Vacation requests must be submitted in accordance with departmental policies on this subject. Vacation shall be taken as agreed by the employee and the department head or designee. Requests for vacation may be denied for operational needs. However, when two or more employees on the same shift (if applicable in a work unit (as defined by each department head or designee) request the same vacation leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation leave period in order of State seniority.
- J. If an employee's failure to take a vacation for an extended period of time adversely affects their work performance, the employee may be required to take vacation leave.
- K. Each department head or designee will make every effort to act on vacation requests in a timely manner.

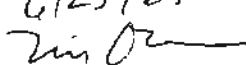
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Management Counter Proposal

- L. Vacations will be cancelled only when operational needs require it.
- M. For WWG 2 employees, vacation leave credits may be used in thirty (30) minute increments, except that fractional vacation leave credits may be used where/when accumulated.

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6/25/25  Page 5 of 5

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MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 2

Date: 06/19/2025

Exclusive Representative: CASE

Time Passed: 10:25 AM

Article: 9

Subject: Bereavement Leave

9.4 Bereavement Leave

A. 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, based upon the language in Sections B and C below. The employee may elect to use their accrued annual leave, vacation, sick, CTO, or any other earned and available leave credits for any unpaid leave that does not qualify with pay, pursuant to subsections B and C below.

The bereavement leave outlined in Sections A, B, and C do not need to be taken consecutively and must be requested within three (3) months of the date of death. The employee shall give notice to the employee's immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request. Substantiation includes, but is not limited to, a death certificate, published obituary, written verification of death, burial, or memorial from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

B. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of their parent (as defined in accordance with Government Code Section 12945.2), stepparent, spouse, domestic partner (as defined in Family Code Section 297), child (as defined in accordance with Government Code Section 12945.2), sibling, sister, brother, stepchild, grandparent, grandchild, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when,

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MANAGEMENT COUNTER PROPOSAL

immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.

- C. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary full-time employee due to the death of ~~agrandchild, grandparent, parent's sibling aunt, uncle, or a sibling's child, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law.~~ parent-in-law, or sibling-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days in a fiscal year and shall, if requested by the supervisor, provide substantiation. The employee shall give notice to their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.

- D. If the death of a person as described above requires the employee to travel over four hundred (400) miles one way from their home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.

- E. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in ~~A, or B, or C~~ above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.

- F. Fractional time base (part-time) employees will be eligible for bereavement leave on pro-rata basis, based on the employee's fractional time base.

- G. A Permanent Intermittent (PI) employee is entitled to bereavement leave on a pro rata basis for scheduled work days, calculated on the amount of time worked in the pay period.

| <u>Hours Worked During Pay Period</u> | <u>Hours for Each Bereavement Day</u> |
|---------------------------------------|---------------------------------------|
| <u>0 to 10.9</u> | <u>0</u> |
| <u>11 to 30.9</u> | <u>1</u> |

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| <u>Hours Worked During Pay Period</u> | <u>Hours for Each Bereavement Day</u> |
|---------------------------------------|---------------------------------------|
| <u>31 to 50.9</u> | <u>2</u> |
| <u>51 to 70.9</u> | <u>3</u> |
| <u>71 to 90.9</u> | <u>4</u> |
| <u>91 to 110.9</u> | <u>5</u> |
| <u>111 to 130.9</u> | <u>6</u> |
| <u>131 to 150.9</u> | <u>7</u> |
| <u>151 and over</u> | <u>8</u> |

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Management Counter Proposal

Bargaining Unit: 2

Date: 06/24/2025

Exclusive Representative: CASE

Time Passed: 9:47 p.m.

Article: 9

Subject: Leaves

9.11 Annual Leave Program

A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until twenty-four (24) months has elapsed from date of enrollment.

B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

| | |
|------------------------|--------------------|
| 1 month to 3 years | 11 hours per month |
| 37 months to 10 years | 14 hours per month |
| 121 months to 15 years | 16 hours per month |
| 181 months to 20 years | 17 hours per month |
| 241 months and over | 18 hours per month |

Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules, or memorandum of understanding.

Part-time employees shall accrue proportional Annual Leave credits, in accordance with the chart shown below:

| TIME BASE | HOURS OF MONTHLY CREDIT PER ANNUAL LEAVE GROUP | | | | |
|--------------|--|-------|-------|-------|-------|
| | 11 | 14 | 16 | 17 | 18 |
| 9/10 | 9.90 | 12.60 | 14.40 | 15.30 | 16.20 |

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Management Counter Proposal

| TIME BASE | HOURS OF MONTHLY CREDIT PER ANNUAL LEAVE GROUP | | | | |
|--------------|--|-------|-------|-------|-------|
| | 11 | 14 | 16 | 17 | 18 |
| 7/10 | 7.70 | 9.80 | 11.20 | 11.90 | 12.60 |
| 3/10 | 3.30 | 4.20 | 4.80 | 5.10 | 5.40 |
| 1/10 | 1.10 | 1.40 | 1.60 | 1.70 | 1.80 |
| 7/8 | 9.63 | 12.25 | 14.00 | 14.88 | 15.75 |
| 3/4 | 8.25 | 10.50 | 12.00 | 12.75 | 13.50 |
| 5/8 | 6.88 | 8.75 | 10.00 | 10.63 | 11.25 |
| 1/2 | 5.50 | 7.00 | 8.00 | 8.50 | 9.00 |
| 3/8 | 4.13 | 5.25 | 6.00 | 6.38 | 6.75 |
| 1/4 | 2.75 | 3.50 | 4.00 | 4.25 | 4.50 |
| 1/8 | 1.38 | 1.75 | 2.00 | 2.13 | 2.25 |

A PI employee will be eligible for annual leave credit with pay in accordance with the schedule in section B above, on the first day of the qualifying monthly pay period following completion of each period of one hundred sixty (160) hours of paid employment. The hours in excess of one hundred sixty (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;

1. Pay the PI employee in a lump-sum payment for accumulated annual leave credits; or
2. By mutual agreement, schedule the PI employee for annual leave; or
3. Allow the PI employee to retain their annual leave credits; or
4. Effect a combination of a, b, or c, above.

All provisions necessary for the administration of this Section shall be provided by CalHR rule or memorandum of understanding.

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Management Counter Proposal

- C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609.

Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.

- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over their accrued annual leave credits to the following calendar year to a maximum of six hundred forty (640) hours. A department head or designee may permit an employee to carry over more than six hundred forty (640) hours of accrued hours because the employee: (1) was required to work as a result of fire, flood, or other extensive emergency; (2) was assigned work of a priority or critical nature over an extended period of time; (3) was absent on full salary for compensable injury; (4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or (5) was on jury duty.

The 640 hour cap shall be increased by ~~192~~128 hours, which is the equivalent number of Personal Leave Program (PLP) ~~2020~~2025 hours employees received, until ~~January-December 31, 2024~~2027. On January 1, 2028, the cap shall revert to 640 hours.


- F. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued annual leave time.
- G. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E, the department may order the employee to take annual leave.
- H. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.

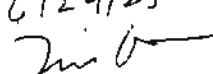
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Management Counter Proposal

- I. Each Department head or designee will make every effort to act on annual leave requests in a timely manner.
- J. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in section 9.3, Sick Leave, of this agreement.
- K. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 11.7 applies only to those in the annual leave program described above in this Section.
- L. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after twenty-four (24) months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an enhanced NDI benefit (50 percent of gross salary).

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Bargaining Unit: 2

Date: 06/24/2025

Exclusive Representative: CASE

Time Passed: 10:03

Article: 9

Subject: Leaves

9.13 Union Leave

- A. The Union shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (Union leave) for CASE Officers or Representatives. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provisions in this contract. A Union leave may also be granted during the term of this contract at the discretion of the affected department head or designee in accordance with the following:
1. The Union leave shall normally be requested on a State approved form fourteen (14) calendar days prior to the date of the leave;
 2. A Union leave shall assure an employee the right to their former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522;
 3. The Union agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to forty-four (44%) ~~fifty (50%)~~ ~~thirty-five (35%)~~ [see below for schedule of increases] percent of the affected employee's salary, for all the time the employee is off on a Union leave, within sixty (60) days of billing. Disputes regarding reimbursement shall be resolved through the arbitration process;
 4. The affected employee shall have no right to return from a Union leave earlier than the agreed upon date without the approval of the employee's appointing power;
 5. Except in emergencies or layoff situations, a Union leave shall not be terminated by the department head or designee prior to the expiration date;
 6. Employees on Union leave shall suffer no loss of compensation or benefits;
 7. Whether or not time for a Union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable;
 8. Employees on Union leave under this provision and the Union shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave;

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9. In the event an employee on a Union leave, as discussed above, files a Worker's Compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on Union leave, the Union agrees to indemnify and hold harmless the State of California or agencies thereof, from both workers' compensation liability and any costs of legal defense incurred as a result of the filing of the claim.

Schedule of Increases:

Effective July 1, 2026, the union leave reimbursement will be increased from 44% to 47%

Effective June 30, 2027, the union leave reimbursement will be increased from 47% to 50%.

~~Effective October 1, 2022, the union leave reimbursement will be increased from 35% to 37%.~~

~~Effective July 1, 2023, the union leave reimbursement will be increased from 37% to 39%.~~

~~Effective July 1, 2024, the union leave reimbursement will be increased from 39% to 41%, with no further increases during the term of the MOU.~~

Management Counter Proposal

Bargaining Unit: 2

Date: 06/24/2025

Exclusive Representative: CASE

Time Passed: 9:48 p.m.


Article: 11

Subject: Health and Welfare

11.1 Consolidated Benefits (CoBen) Program Description

A. CoBen Allowance

1. Effective on the first day of the pay period following Union ratification of this agreement and upon approval of funding by the Legislature (no retroactivity), the State agrees to continue paying the following contribution rates established on January 1, 2025, 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 a dental plan administered or approved by CalHR.
 - a) The State shall contribute ~~\$851,697~~ per month for coverage of an eligible employee. (Party code one)
 - b) The State shall contribute ~~\$1,689,377~~ per month for coverage of an eligible employee plus one dependent. (Party code two)
 - c) The State shall contribute ~~\$2,204,790~~ per month for coverage of an eligible employee plus two or more dependents. (Party code three)
2. The employer health benefits contribution for each employee shall be a flat dollar amount equal to 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 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 flat dollar amount equal to 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 Basic health benefit plans that had the largest State active civil service enrollment,

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Management Counter Proposal

excluding family members, during the previous benefit year. The established flat dollar amounts shall be increased or decreased as appropriate pursuant to the formulas above on January 1, 20263, January 1, 20274, and January 1, 20285.


The established dollar amount(s) shall not be increased or decreased in subsequent years without a negotiated agreement by both parties.


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.

3. 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 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 they have qualifying group health coverage 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 they have qualifying group health coverage and dental coverage from other sources the employee may enroll in the CoBen Cash Option program during the open enrollment period or as newly eligible to 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) If the employee elects not to enroll in a health plan administered or approved by CalPERS and certifies that they have qualifying group health coverage from another source, but enrolls in a dental plan administered or

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Management Counter Proposal

approved by CalHR, the employee may 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 from another source and meet all of the following criteria:

- 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 amount as set forth in subsection A.1.a., b. or 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.

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2. Permanent Intermittent (PI) Employees

- a) Initial Eligibility – A permanent intermittent employee will be eligible to enroll in health benefits if the employee has been credited with a minimum of 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 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 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

3. Family Member Eligibility

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

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

C. Dental Benefits

1. Contribution

The employer contribution for dental benefits shall be included in the Consolidated Benefits Allowance as specified in subsection A.1 and A.2 of this agreement.

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 agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under subsection A.2 and B.3 of this agreement.

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Management Counter Proposal

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 subsection A.1 and A.2. The vision benefit provided by the State shall have an employee copayment 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 agreement.

3. Family Member Eligibility

Family member eligibility for vision benefits is the same as that prescribed for health benefits under subsection A.2 and B.3 of this agreement.


E. FlexElect Program

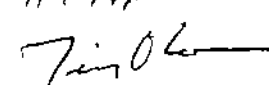
1. Program Description

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 and any related administrative provisions adopted by CalHR. The administrative fee paid by participants will be determined each year by CalHR.

2. Employee Eligibility

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

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Management Counter Proposal

Permanent intermittent). Permanent intermittent employees are not eligible for the FlexElect Medical Reimbursement Account or the Dependent Care Reimbursement Account.

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MANAGEMENT PROPOSAL

Bargaining Unit: 2

Date: 06/10/2025

Exclusive Representative: CASE

Time Passed: 11:39 AM

Article: 12

Subject: Business and Travel Expense

12.1 Business and Travel Expense

Effective on the first day of the pay period following ratification of the agreement, the state agrees to reimburse employees for actual, necessary and appropriate business expenses and travel expenses incurred fifty (50) miles or more from home and headquarters, in accordance with existing Department of Human Resources rules and as set forth below. Lodging and/or meals provided by the State or included in hotel expenses or conference fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals. Each item of expenses of twenty-five dollars (\$25) or more requires a receipt; receipts may be required for items of expense that are less than twenty-five dollars (\$25). When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses for tax purposes. Each State agency shall determine the necessity for travel and the mode of travel to be reimbursed.

A. **Meals/Incidentals:** Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the maximums. The current IRS definition of "incidentals expenses" applies.

C. **Rates** - Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements outlined below:

| | | |
|--------------|----------------|---------------------------------|
| Breakfast | Up to \$7.00 | |
| Lunch | Up to \$11.00 | |
| Dinner | Up to \$23.00 | |
| Incidentals | Up to \$5.00 | (Every full 24 hours of travel) |
| TOTAL | \$46.00 | |

D. **Time Frames** - For continuous short-term travel of more than twenty-four (24) hours but less than thirty-one (31) days, the employee will be reimbursed for actual costs up to the maximum for each meal, incidental, and lodging

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MANAGEMENT PROPOSAL

expense for each complete twenty-four (24) hours of travel, beginning with the traveler's time of departure and return as follows:

a) On the first day of travel on a trip of more than twenty-four (24) hours:

Trip begins at or before 6 a.m. Breakfast may be claimed

Trip begins at or before 11 a.m. Lunch may be claimed

Trip begins at or before 5 p.m. Dinner may be claimed

b) On the fractional day of travel at the end of a trip of more than twenty-four (24) hours:

Trip ends at or after 8 a.m. Breakfast may be claimed

Trip ends at or after 2 p.m. Lunch may be claimed

Trip ends at or after 7 p.m. Dinner may be claimed

If the fractional day includes an overnight stay, receipted lodging may be claimed. No meal or lodging expenses may be claimed or reimbursed more than once on any given date or during any twenty-four (24) hour period.

c) For continuous travel of less than twenty-four (24) hours, the employee will be reimbursed for actual expenses up to the maximum as follows:

Travel begins at or before 6 a.m. and ends at or after 9 a.m.:
Breakfast may be claimed.

Travel begins at or before 4 p.m. and ends at or after 7 p.m.:
Dinner may be claimed.

If the trip extends overnight, receipted lodging may be claimed.

No lunch or incidentals may be claimed on a trip of less than twenty-four (24) hours.

E. A meal allowance of up to eight dollars (\$8) 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 a meal allowance on a holiday or the regular day off, the employee must work the total number of hours of their regular work shift and work either two (2)

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MANAGEMENT PROPOSAL

consecutive hours prior to or two (2) consecutive hours after the start and end of their regular work shift.

B. Lodging: All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground that caters to the general public. No lodging will be reimbursed without a valid receipt.

1. Regular State Business Travel

a) When employees are required to do business and obtain lodging in the counties identified below, reimbursement will be for actual receipted lodging up to the below identified maximums, plus applicable taxes and mandatory fees.

| County | Lodging Rate |
|---|--------------|
| All counties except those listed below | \$90 |
| Sacramento, Napa, Riverside | \$95 |
| Marin | \$110 |
| Los Angeles, Orange, Ventura & Edwards AFB, excludes the city of Santa Monica | \$120 |
| San Diego, Monterey | \$125 |
| Alameda, San Mateo, Santa Clara | \$140 |
| City of Santa Monica | \$150 |
| San Francisco | \$250 |

b) Reimbursement of lodging expenses in excess of specified amounts, excluding taxes requires advance written approval from the Department of Human Resources. The Department of Human Resources may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. An employee may not claim lodging, meal, or incidental expenses within fifty (50) miles of an employee's home or headquarters.

C. Long-term Travel: Actual expenses for long term meals and receipted lodging will be reimbursed when the employee incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.

1. **Full Long-term Travel** - In order to qualify for full long-term travel reimbursement, the employee on long-term field assignment must meet the following criteria:

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MANAGEMENT PROPOSAL

- a) The employee continues to maintain a permanent residence at the primary headquarters, and
- b) The permanent residence is occupied by the employee's dependents, or
- c) The permanent residence is maintained at a net expense to the employee exceeding \$200 per month. The employee on full long-term travel who is living at the long-term location may claim either:
 - 1) Reimbursement for actual individual expense, substantiated by receipts, for lodging, water, sewer, gas and electricity, up to a maximum of \$1,130 per calendar month while on the long-term assignment, and actual expenses up to ten dollars (\$10) for meals and incidentals, for each period of twelve (12) to twenty-four (24) hours and up to \$5 for actual meals and incidentals for each period of less than twelve (12) hours at the long-term location, or
 - 2) Long-term subsistence rates of twenty-four dollars (\$24) for actual meals and incidentals and \$24 for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours; either twenty-four dollars (\$24) for actual meals or twenty-four dollars (\$24) for receipted lodging for travel less than twelve (12) hours when the employee incurs expenses in one location comparable to those arising from the use establishments catering to the long-term visitor.
2. An employee on long-term field assignment who does not maintain a separate residence in the headquarters area may claim long-term subsistence rates of up to twelve dollars (\$12) for actual meals and incidentals and twelve dollars (\$12) for receipted lodging for travel of twelve (12) hours up to twenty-four (24) hours at the long-term location: either twelve dollars (\$12) for actual meals or twelve dollars (\$12) for receipted lodging for travel less than twelve (12) hours at the long-term location.
3. Employees, with supervisor's approval, after completing the work shift remain at the job or LTA location past the Friday-twelve (12) hour clock will receive full per diem for Friday. Those staying overnight shall not receive any additional per diem regardless of the Saturday departure time. An employee returning to the temporary residence on Sunday will receive full per diem. This does not change Department of Human Resources policy regarding the per diem clock which starts at the beginning of the work shift on Monday. If the normal workweek is other than as stated above, the same principle applies.

The following clarifies Department of Human Resources policy regarding an employee leaving the LTA location on personal business:

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MANAGEMENT PROPOSAL

The reference to leaving the LTA location for personal business and not claiming per diem or transportation expenses assumes that the employee stays overnight at a location other than the long-term accommodations.

- D. **Out-of-State Travel:** For short-term out-of-State travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses in accordance with above. Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate above. Long-term out-of-State travel will be reimbursed in accordance with the provisions of long-term travel above.
- E. **Out-of-Country Travel:** For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel Regulation Chapter 301, Travel Allowances, Appendix B. Long-term out of country travel will be reimbursed in accordance with the provisions of long-term travel above, or as determined by the Department of Human Resources.

Subsistence shall be paid in accordance with procedures prescribed by the Department of Human Resources. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. **Transportation:** Transportation expenses include, but are not limited to, airplane, train, bus, taxi fares, rental cars, parking, mileage reimbursement, and tolls that are reasonable and necessarily incurred as a result of conducting State business. Each State agency shall determine the necessity for travel, and the mode of travel to be reimbursed.

1. Mileage Reimbursement

- a) When an employee is authorized by an employee's appointing authority or designee to operate a privately-owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR).
- b) When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of an employee's normal commute.

2. **Private Aircraft Mileage** - When an employee is authorized by an employee's department, reimbursement for the use of the employee's privately-owned aircraft on State business shall be made at the current FSMR rate per statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with the Department of Human Resources Rule 599.628.1 and the State Office of Risk and Insurance Management.

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MANAGEMENT PROPOSAL

3. **Mileage to/from a Common Carrier** - When the employee's use of a privately-owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less:" If the employee begins travel one (1) hour or more before the employee normally leaves home, or on a regularly scheduled day off, mileage may be computed from an employee's residence.
- G. **Receipts:** Receipts or vouchers shall be submitted for every item of expense of twenty-five dollars (\$25) or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than twenty-five dollars (\$25) when travel is wholly within the State of California.
 2. Street car, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of ten dollars (\$10) or less for each continuous period of parking or each separate transportation expense noted in this item.
 3. Telephone, telegraph, tax, or other business charges related to State business of five dollars (\$5) or less.
 4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
 5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.
- H. During the term of this agreement, the State, the State shall adopt changes to the California Code of Regulations (CCR) rank-and-file travel regulations to support the Business and Travel Expense Reimbursement Program. Until such time the corresponding CCR rank-and-file travel regulations have been adopted, agrees to apply any future changes to the business and travel reimbursement program for the excluded employees CCR travel regulations identified in the September 25, 2024, notice shall continue to apply to Unit 2 employees. The State shall provide notice on the CCR rank-and-file travel regulations that shall be updated to support the


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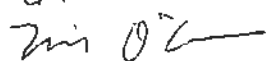
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MANAGEMENT PROPOSAL

Business and Travel Expense Reimbursement Program and provide opportunity to discuss those changes.

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MANAGEMENT PROPOSAL

Bargaining Unit: 2

Date: 06/10/2025

Exclusive Representative: CASE

Time Passed:

9:49 p.m.

Article:

Subject: Appendix 1 - Business and Travel Expenses

Appendix 1 – Regarding Section 12.1 Business and Travel Expenses

Pending Adoption of New Rank and File Travel Regulations, the following CCR Excluded Travel Regulations are applicable to BU 2 Rank and File (see 12.1):

Section 599.615.1 – Scope-Excluded Employees

Section 599.616.1 – Definitions-Excluded Employees

Section 599.619 – Reimbursement for Lodging, Meal and Incident Expenses-Excluded Employees

Section 599.623 – Miscellaneous Meal Expenses-Excluded Employees

Section 599.624.1 – Contracting for Lodging and/or Meal Expenses-Excluded Employees

Section 599.625.1 – Receipts-Excluded Employees

Section 599.627.1 – Special Transportation -Excluded Employees

Section 599.628.1 – Transportation by Aircraft- Excluded Employees

Section 599.629.1 – Railroad Transportation-Excluded Employees

Section 599.633.1 – Travel Reimbursements While on Sick Leave, Vacation, Other Paid Leave, or Compensating Time Off (CTO)-Excluded Employees

Section 599.635.1 – Attending Conferences, Conventions – Excluded Employees

Section 599.636.1 – Return of Remains of Deceased Employees-Excluded Employees

Section 599.638.1 – Expense Claim Form – Excluded Employees

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MANAGEMENT PROPOSAL
June 20, 2025 – TA at 1:56 PM

Bargaining Unit: 2

Date: 06/10/2025

Exclusive Representative: CASE

Time Passed: 11:39 AM

Article: 12

Subject: Allowances and Reimbursements

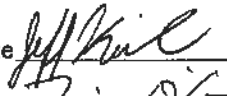
Section 12.X Bicycle Commuter Program

The Program is a taxable benefit administered by CalHR. This benefit is voluntarily provided by the State of California and encourages active State employees to consider bicycle commuting as a means of active transportation to and from their residences and places of employment. The Program promotes health and wellness and sustainable commuting practices by encouraging employees to use bicycles as their primary means of commuting.

Eligible employees who regularly commute by bicycle during a substantial portion of a calendar month may submit claims in accordance with current state policy.

Date June 20, 2025

State



CASE



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UNION PROPOSAL
June 19, 2025 – TA at 10:25 am

Bargaining Unit: 2

Date: 04/23/25

Exclusive Representative: CASE

Time: 11:10 am

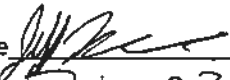

Article: ROLLOVERS

Subject: ROLLOVERS

ARTICLE 13 – MISCELLANEOUS

13.7 Judicial Attire

Date June 19, 2025

State 
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Management Proposal

June 20, 2025 – TA at 1:56 PM

Bargaining Unit: 2

Date: 03/11/2025

Exclusive Representative: CASE

Time: Passed at 10:57 AM

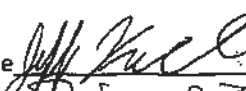
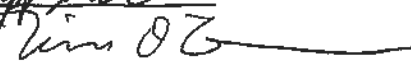
Article: 13.XX

Subject: New Memorandum of Understanding (MOU) Accessibility

In order to be in compliance with California Government Code sections 7405 and 11135 and Web Content Accessibility Guidelines, CalHR may need to make modifications to the formatting of the MOU when posting on CalHR's website.

These modification will not change the intent of language, nor will they be substantive in nature. Examples of formatting changes include table headers and outline format (A., 1., a., (1), -). Any changes will be provided to ~~{Insert Union}~~ CASE (Table Change 11:30am)for prompt review and discussion prior to posting. The review and discussion will not impede timely posting of the MOU.

Date June 20, 2025

State 
CASE 
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Management Proposal

June 20, 2025 -TA at 1:56 PM

Bargaining Unit: 2

Date: 03/11/2025

Exclusive Representative: CASE

Time: Passed 10:54 AM

Article: 13.XX

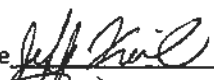

Subject: Gender Neutral Pronouns

The parties agree to use gender neutral pronouns throughout the provisions of this Contract. In changing to gender neutral pronouns, neither party's purpose is to change the intent of language or past practice.

Date June 20, 2025

State

CASE

Management Counter Proposal

Bargaining Unit: 2

Date: 06/18/2025

Exclusive Representative: CASE

Time Passed: 11:18 a.m.

Article: 14

Subject: Retirement Provisions

14.3 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) Retirement Formula (2% at age 62)

- A. First Tier members first employed by the State prior to January 15, 2011, are subject to the First Tier A retirement formula.
- B. First Tier retirement members first employed by the state on or after January 15, 2011, and prior to January 1, 2013, 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 January 15, 2011.
 - 2. State employees hired prior to January 15, 2011, who were subject to the Alternate Retirement Program (ARP).
 - 3. State employees on approved leave of absence prior to January 15, 2011, who return to active employment on or after January 15, 2011.
 - 4. Persons who are already members or annuitants of the California Public Employees' Retirement System (CalPERS) as state employees prior to January 15, 2011.

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.

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Management Counter Proposal

| Age at Retirement | First Tier A Formula (2% at age 55) G.C. 21354.1 Employees hired prior to January 15, 2011 | First Tier B Formula (2% at age 60) G.C. 21353 Employees first hired on and after January 15, 2011 and prior to January 1, 2013 | PEPRA Formula (2% at age 62) G.C. 7522.20 Employees eligible for CalPERS Membership for the first time on and after January 1, 2013 |
|-------------------|---|--|--|
| 50 | 1.100 | 1.092 | N/A |
| 51 | 1.282 | 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 |

The factors for attained quarter ages, such as 52 ³/₄, will be included in CalPERS law. The 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. The quarter factors will also apply to past

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Management Counter Proposal

service that is credited under the First Tier A, First Tier B, and the PEPRA First Tier formulas.

E. Employee Retirement Contribution

1. As stated in Government Code section 20677.5, Bargaining Unit 2 miscellaneous and industrial members in the First Tier retirement or the ARP, subject to social security, shall contribute nine percent (9%) of monthly compensation in excess of \$513 for retirement
2. ~~As stated in Government Code section 20677.5, Bargaining Unit 2 miscellaneous and industrial members in the First Tier retirement or the ARP plan not subject to social security shall contribute ten percent (10%) of monthly compensation in excess of \$317 for retirement.~~
3. Effective July 1, 2022, Bargaining Unit 2 miscellaneous members in the First Tier retirement or the ARP, subject to social security, shall contribute eight and one-half percent (8.5%) in excess of \$513 for retirement and Bargaining Unit 2 miscellaneous members in the First Tier retirement or the ARP, plan not subject to social security, shall contribute nine and one-half percent (9.5%) of monthly compensation in excess of \$317 for retirement.

Effective July 1, 2022, Bargaining Unit 2 industrial members in the First Tier retirement or the ARP, subject to social security, shall continue to contribute nine percent (9%) in excess of \$513 for retirement and Bargaining Unit 2 industrial members in the First Tier retirement or the ARP, plan not subject to social security, shall continue to contribute ten percent (10%) of monthly compensation in excess of \$317 for retirement

4. Effective July 1, 2025, the employee contributions for miscellaneous and industrial members described in 14.3(E)(3) shall remain in place through June 30, 2027.
- 54 Effective July 1, 2023~~7~~, the employee contribution rates described in 14.3(E)(3) shall only be adjusted if CalPERS determines (a) the total normal cost rate for the 2022-2023 fiscal year increases or decreases by more than 1 percent, and (b) 50 percent of the normal cost rate rounded to the nearest quarter of 1 percent, is greater or lesser than the employee contribution rates described in 14.3(E)(3). When CalPERS determines (a) and (b) within this section 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 on July 1 of the fiscal year after the

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determination. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above or below the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to the employee contribution rates in any given fiscal year shall not exceed 1 percent per year. ~~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 July 1, 2006, 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 July 1, 2006, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

State Safety A Retirement Formula (2.5% at age 55), State Safety B Formula (2% at age 55), and PEPR State Safety Formula (2% at age 57)

- A. State Safety members first employed by the State prior to January 15, 2011, are subject to the State Safety A Retirement Formula.
- B. State Safety retirement members first employed by the State on or after January 15, 2011, and prior to January 1, 2013, 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 January 15, 2011.
 - 2. State employees hired prior to January 15, 2011, who were subject to the ARP.
 - 3. State employees on approved leave of absence prior to January 15, 2011, who return to active employment on or after January 15, 2011.

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4. Persons who are already members or annuitants of the California Public Employees' Retirement System as state employees prior to January 15, 2011.


The above categories are subject to the 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.

| Age at Retirement | First Tier A Formula (2.5% at age 55) G.C. 21369.1 Employees hired prior to January 15, 2011 | First Tier B Formula (2% at age 55) G.C. 21369 Employees first hired on and after January 15, 2011 and prior to January 1, 2013 | PEPRA 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 |
|-------------------|--|--|---|
| 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 | 2.500 | 2.000 | 1.836 |
| 56 | N/A | N/A | 1.918 |
| 57 and over | N/A | N/A | 2.000 |

- E. The factors for attained quarter ages, such as 52 $\frac{3}{4}$, will be included as stated in CalPERS law. The retirement quarter age benefit factors will apply for

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service rendered on and after the effective date of the memorandum of understanding between the State and the Union. The quarter factors will also apply to past service that is credited under the State Safety A, State Safety B, and PEPRA State Safety retirement formulas.

F. Employee Retirement Contribution

1. As stated in Government Code section 20683.81.2, eEffective July 1, 2020, the employee contribution rates ~~as stated in Government Code section 20683.81.2~~ for State Safety A, State Safety B, and PEPRA State Safety retirement formulas shall be increased by 0.5 percent (0.5%). State Safety members shall contribute eleven and one half percent (11.5%) of pensionable compensation in excess of \$317 for retirement.
2. Effective July 1, 2025, the employee contribution described in 14.3(F)(1) for or State Safety A, State Safety B, and PEPRA State Safety retirement formulas shall remain at 11 and one half percent (11.5%) through June 30, 2027.
- 3.2. ~~Effective July 1, 2027,~~ the employee contribution rates described in 14.3(F)(1) ~~shall only be adjusted if CalPERS determines (a) the total normal cost rate for the 2022-2023 fiscal year increases or decreases by more than 1 percent of payroll, and (b) 50 percent of normal cost rate rounded to the nearest quarter of 1 percent, is greater or lesser than employee contribution rate described in 14.3(F)(1)~~ When CalPERS determines (a) and (b) within this section 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 on July 1 of the fiscal year after the determination. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above or below the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, ~~the increase or decrease to the employee contribution in any given fiscal year shall not exceed 1 percent per year. Employee contributions will continue to be a percentage of pensionable compensation in excess of \$317 for retirement.~~

G. 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 July 1, 2006, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

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Final compensation for an employee who is employed by the State for the first time and becomes a member of CalPERS on or after July 1, 2006, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

Second-Tier Retirement Plan


Unit 2 members may participate in the Second-Tier retirement plan as prescribed by Government Code section 21070.5.


- A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013, are subject to the Pre-PEPRA Second Tier retirement formula.

- B. 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.

- C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

| Age at Retirement | Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS membership prior to January 1, 2013 | PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013 |
|-------------------|--|--|
| 50 | 0.5000 | N/A |
| 51 | 0.5500 | N/A |
| 52 | 0.6000 | 0.6500 |
| 53 | 0.6500 | 0.6900 |
| 54 | 0.7000 | 0.7300 |
| 55 | 0.7500 | 0.7700 |
| 56 | 0.8000 | 0.8100 |
| 57 | 0.8500 | 0.8500 |

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|--------------------------|--|---|
| 58 | 0.9000 | 0.8900 |
| 59 | 0.9500 | 0.9300 |
| 60 | 1.000 | 0.9700 |
| 61 | 1.0500 | 1.0100 |
| 62 | 1.1000 | 1.0500 |
| 63 | 1.1500 | 1.0900 |
| 64 | 1.200 | 1.1300 |
| Age at Retirement | Pre-PEPRA Formula (1.25% at age 65) Employees first hired and subject to CalPERS membership prior to January 1, 2013 | PEPRA Formula (1.25% at age 67) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013 |
| 65 | 1.2500 | 1.1700 |
| 66 | 1.2500 | 1.1700 |
| 67 | 1.2500 | 1.2500 |

D. Employee Retirement Contribution

As stated in Government Code section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by 1.5% points annually. The first annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

E. 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 15, 2011, 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 15, 2011, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

Public Employees' Pension Reform Act of 2013 (PEPRA)

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A. PEPRA Definition of "Pensionable Compensation"

Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United State Code Section 430 (b).

B. Alternate Retirement Program – New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the ARP. Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47th month of employment and ending on the last day of the 49th month of employment following his or her initial ARP hire date.

C. Equal Sharing of Normal Cost

As stated in Government Code sections 7522.30 and 20683.2, equal sharing between the State employer and State employees of the normal cost of the defined benefit plans shall be the standard for all plans and employees. It shall be the standard that all employees pay at least fifty percent (50%) of the normal cost and the State employer shall not pay any of the required employee contributions. "Normal cost" is determined annually by CalPERS.

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MANAGEMENT PROPOSAL

Bargaining Unit: 2

Date: 06/10/2025

Exclusive Representative: CASE

Time Passed:

Article: 14

Subject: Retirement Provisions

14.7 Prefunding of Post-retirement Health Benefits

The State and Bargaining Unit 2 hereby agree to share in the responsibility toward the prefunding of post-retirement health benefits for members of Bargaining Unit 2; 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, 2017, the State and Bargaining Unit 2 to prefund retiree healthcare, with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees. The amount of employee and matching employer contributions required to prefund retiree healthcare shall increase by the following percentages of pensionable compensation.

1. July 1, 2017: by 0.7 percent.
2. July 1, 2018: by 0.6 percent, for a total of 1.3 percent.
3. July 1, 2019: by 0.7 percent, for a total of 2.0 percent.

Effective the first day of the pay period following ratification by both parties, the contribution percentages described in Government Code Section 22944.5 shall be adjusted based on actuarially determined total normal costs. Adjustment to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half of percent from the total normal cost contributions in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than August 1, 2022, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed 0.5 percent per year.

B. 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

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employees' salaries or contributed by the employer beginning on July 1, 2025, and ending on June 30, 2027.

CB-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 who appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees who time base is less than half time, do not contribute. 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 2 shall begin contributing immediately, unless they are not subject, as set forth above.

DG 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.

ED-Contributions will be deposited in a designated state subaccount for BU 2 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 2. 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."

FE Contributions paid pursuant to this Agreement shall not be recoverable under any circumstances to an employee or their beneficiary or survivor.

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

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MANAGEMENT PROPOSAL
June 20, 2025 – TA at 1:56 PM

Bargaining Unit: 2

Date: 06/18/2025

Exclusive Representative: CASE

Time Passed: 4:37 PM

Article: 15

Subject: Classification

15.1 Classification Level

~~A. Departments with Attorney IV Level Classifications~~

- ~~a. Departments that have obtained approval from the State employer to use Attorney IV level classifications may allocate up to sixty five percent (65%) of its attorneys to the IV salary level classification. The base figure for calculating this ceiling shall include all attorney positions in the unit allocated to attorney classes at or below the maximum salary level of the IV classification.~~

~~B. Departments with Senior or Attorney III Level Classifications~~

- ~~a. Any department in this category may allocate up to seventy five percent (75%) of its attorneys to the Senior or III salary level classification. The base figure for calculating this ceiling shall include all attorney positions in the unit allocated to attorney classes at the Senior or III level and below.~~

~~C. Upon request by appointing authorities, CalHR may allow appointments in excess of the above percentages or to higher levels.~~

~~D. If CalHR authorizes a department a position on an exception basis to the Attorney IV level such allocation allows the department to allocate additional Attorney positions to the Senior or Attorney III level in excess of the 65% cap in Paragraph B above.~~

Date June 20, 2025

State

CASE

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MANAGEMENT PROPOSAL
June 20, 2025 – TA at 1:56 PM

Bargaining Unit: 2

Date: 06/18/2025

Exclusive Representative: CASE

Time Passed: 4:37 PM

Article: 15

Subject: Classification

15.4 Department Request(s) for Attorney IV Level Position(s)


~~The Department of Human Resources (CalHR) agrees to review departmental requests to establish Attorney IV Level positions using existing Attorney IV Allocation Standards in a timely manner. CASE at any time may request the status of such requests.~~

Date June 20, 2025

State



CASE



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June 20, 2024 – TA at 1:56 PM

Bargaining Unit: 2

Date: 06/11/2025

Exclusive Representative: CASE

Time: 11:55 AM

Article: 15

Subject: Classification

~~15.5 Classification Consolidations~~

~~A. Elimination of Attorney Range A/B~~

~~No later than July 2022, the state will present to the SPB a proposal to eliminate the current Range A/B of all attorney (entry level) classifications. This will reduce the current four ranges to two ranges with the entry, minimum salary of the class be equivalent to the minimum salary of Range C.~~

~~B. Consolidation (reduction) of Attorney classifications~~

~~No later than January 2023, the state will present to the SPB a proposal to collapse or reduce a majority of the Attorney classifications into one statewide classification.~~

~~At the same time, the state will also present to SPB a proposal to collapse or reduce a majority of the Attorney III classifications into one statewide Attorney III classification.~~

~~Simultaneously, the state will also present to SPB a proposal to collapse or reduce a majority of the Attorney IV classifications into one Attorney IV statewide classification.~~

Date June 20, 2025

State Jeff Kuhl
CASE Tim O'Connell
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