

# **CALIFORNIA DEPARTMENT OF HUMAN RESOURCES SUMMARY OF COLLECTIVE BARGAINING AGREEMENT FOR BARGAINING UNIT 16**

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**Exclusive Employee Representative:  
Union of American Physicians and Dentists**

**Number of Employees:** Approximately 1,674 full-time equivalents

## **General Provisions:**

### **I. Compensation**

#### ***Salaries and Allowances (Article 10.4)***

- Effective the first day of the pay period following ratification by both parties, all Bargaining Unit (BU) 16 employees shall receive a General Salary Increase of 3 percent (3%).
- Effective July 1, 2027, all BU 16 classifications shall be adjusted by increasing the maximum salary range by 3.5 percent (3.5%). Employees at the old maximum of the classification shall move to the new maximum of the classification and shall retain their salary anniversary date. All other employees shall retain their salary and salary anniversary dates.

#### ***Personal Leave Program (PLP 2025) (New) (Side Letter #4)***

- Effective the first day of the pay period following ratification by both parties, Bargaining Unit 16 represented employees will be subject to PLP 2025 for at least 16 months.
- Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 4.62 percent (4.62%).
- Each full-time employee shall be credited with eight (8) hours of PLP 2025 on the first day of each pay period for the duration of PLP 2025.
- PLP 2025 accruals do not expire and must be used prior to any other leave, except sick leave. PLP 2025 must be used prior to voluntary separation. If an employee's separation is not voluntary and the separation date cannot be extended, unused PLP 2025 hours shall be cashed out.

#### ***Correctional Medicine Differential (New Article 10.4)***

- Effective the first day of the pay period following ratification by both parties, CCHCS Physicians and Surgeons will receive a \$1,200 monthly differential to resolve PERB Case SA-CE-2168-S. This provision sunsets on June 30, 2028, and will be open for review and reconsideration in the successor MOU.

#### ***Telework Stipend Program (Article 10.14)***

- The Telework Stipend Program shall be extended to June 30, 2028.

#### ***Psychiatrists Additional Caseload (Department of State Hospitals and California Department of Corrections and Rehabilitations/Correctional Health Care System) (Article 10.15)***

- The provision shall be extended to June 30, 2028.

#### ***Transportation Incentives and Parking Rates (Article 10.10)***

- Incorporates into the MOU the existing Side Letter that provides employees working in areas served by mass transit are eligible for a 100 percent (100%) discount on public transit passes up to the exclusion amount provided by the Internal Revenue Service.
- Incorporates into the MOU the existing side letter that provides employees riding in vanpools or driving vanpools are eligible for a 100 percent (100%) reimbursement of the monthly fee up to the exclusion amount provided by the Internal Revenue Service.

#### ***Prefunding of Post-Retirement Health Benefits (Article 18.8)***

Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' and employer's monthly contribution for prefunding other post-employment benefits for the 2025-26 and 2026-27 fiscal years is suspended and shall not be withheld from employees' salaries or contributed by the employer, beginning the first day of the pay period following ratification by both parties, and ending June 30, 2027.

## **II. Miscellaneous**

### ***Hours of Work (Article 7.6)***

- All DSH Physicians and Surgeons who provide patient care shall be allowed two (2) hours per work week to review reports, complete documentation, and other duties outside of patient care appointments. This time will be scheduled in coordination with their supervisor to ensure it does not interfere with patient appointments. This time will be taken at the physical worksite and may be taken remotely with supervisor approval. Approval for remote time shall not be unreasonably denied. This time can only be interrupted for emergencies. This section, Article 7.6(C)(9), is grievable to Step 3 of grievance procedure.
- All CCHCS Physicians and Surgeons who provide patient care shall be allowed up to one hour per day for a total of four (4) hours per work week to review reports, complete documentation, and other duties. This time shall be scheduled at the end of the workday. Patient care assignments or patient appointments shall not be scheduled during this time. Two (2) hours of this time may be worked remotely with supervisor approval, which will require the use of a laptop computer. Approval for remote time shall not be unreasonably denied. This time will only be interrupted for emergencies. This section, Article 7.6(C)(10), is grievable to Step 3 of grievance procedure.

### ***Licensure – Continuing Medical Education (Article 10.13)***

- This provision increases the number of continuing medical education leave from 56 to 60 hours per fiscal year, and increases the total continuing medication education leave carry over cap from 112 to 120 hours.

### ***Duty Statements (New Article 12.13)***

- An employee shall be provided with a current duty statement for the employee's position within fifteen (15) calendar days of the employee's request. Duty statements must comply with the State Personnel Board job classification specifications.
- Duty statements shall be determined by the appointing authority or designee and will be consistent with an employee's classification. At the time of an employee's annual appraisal, the employee's duty statement shall be reviewed, and if necessary, updated to reflect his/her current duties.

- Annually upon request, a Union representative will be provided with access to existing duty statements for review.
- Upon the establishment of a new or revised classification or series, a new duty statement shall be provided to each affected incumbent.
- Any appeals and/or disputes regarding this section shall be handled in accordance with the Complaint procedure specified in Article 6 of the MOU.

#### ***Electronic Monitoring (New Article 12.14)***

- The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole reason for discipline. The use of technology for harassment may be grieved.

#### ***Hardship Transfer (New Article 14.5)***

- The State and the Union recognize the importance of hardship transfers as a way of mitigating personal hardship e.g., domestic violence, mandatory job transfer of a spouse or domestic partner as defined in Family Code section 297, family illness, serious health condition, injury or death of family members, and may request a transfer to another geographic area to mitigate the hardship. Any request shall be processed in accordance with established departmental policy and/or practice.
- A department shall provide in writing the reason(s) for an inability to grant the transfer within 30 calendar days and no later than 60 calendar days after receiving a written request.
- Transfers under this section shall be considered voluntary and only occur intradepartmental.
- This section is not subject to the grievance and arbitration procedures of this MOU.

### ***Business and Travel Expenses (Article 10.3)***

- This article reflects the current travel program that has been in place since October 1, 2024.

### ***Telework (New Side Letter #5)***

- This Side Letter suspends the return-to-office requirements as noticed under Executive Order N-22-25 immediately for employees in BU 16 and reinstitutes those requirements on July 1, 2026.

### ***No Furlough (Side Letter #XX)***

- For the term of this MOU, July 1, 2025, through July 1, 2028, the State shall not implement a Furlough Program.

## **III. Term**

- Upon ratification by both parties, the MOU current term is from July 1, 2025, to July 1, 2028.

## **IV. Fiscal**

- Fiscal Year 2025-26 Savings: \$13.2 million (\$11.9 million General Fund)
- Total 3-Year Incremental Cost: \$8.1 million (\$8.2 million General Fund)
- Total 3-Year Budgetary Cost: \$43.9 million (\$42.0 million General Fund)

## **V. Agreement**

- The complete Tentative Agreement between the State and UAPD is posted on the CalHR Bargaining Unit 16 [Contract Webpage](#).