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### GOVERNMENT CODE - GOV

**TITLE 2. GOVERNMENT OF THE STATE OF CALIFORNIA [8000 - 22980]** ( Title 2 enacted by Stats. 1943, Ch. 134. )

**DIVISION 5. PERSONNEL [18000 - 22980]** ( Division 5 added by Stats. 1945, Ch. 123. )

**PART 2.6. PERSONNEL ADMINISTRATION [19815 - 19999.7]** ( Part 2.6 added by Stats. 1981, Ch. 230, Sec. 55. )

**CHAPTER 2. Administration of Salaries [19820 - 19850.7]** ( Chapter 2 added by Stats. 1981, Ch. 230, Sec. 55. )

### ARTICLE 3. Salary Classification [19824 - 19838]

( Article 3 added by Stats. 1981, Ch. 230, Sec. 55. )

**19824.** Unless otherwise provided by law, the salaries of state officers and employees shall be paid out of the General Fund, or other recognized state fund from which a respective employee's position is funded, on a uniform payroll cycle established by the department.

(Amended by Stats. 2023, Ch. 39, Sec. 1. (AB 130) Effective July 10, 2023.)

**19825.** (a) Notwithstanding any other provision of law, whenever any state agency is authorized by special or general statute to fix the salary or compensation of an employee or officer, which salary is payable in whole or in part out of state funds, the salary is subject only to the approval of the department before it becomes effective and payable, except as provided in subdivision (b). The Legislature may expressly provide that approval of the department is not required.

(b) Whenever any state court or other judicial agency is authorized by statute to fix the salary of an employee or officer who is exempt from civil service under subdivision (b) of Section 4 of Article VII of the Constitution, the salary is subject to the approval of the Chairman of the Judicial Council before it becomes effective and payable.

(Amended by Stats. 1984, Ch. 471, Sec. 1.)

**19825.5.** (a) (1) Notwithstanding Sections 11550, 11552, 11554, 11555, and 11556, the department shall set and adjust, as needed, the annual compensation of the officers and employees listed in Sections 11550, 11552, 11554, 11555, and 11556.

(2) On and after July 1, 2019, the department shall set and adjust, as needed, the annual compensation of the president of the Public Utilities Commission.

(b) When setting or adjusting the annual compensation of the president of the Public Utilities Commission or the employees described in paragraph (1) of subdivision (a), the department shall consider the size and scope of the organization, compensation paid to other similar positions in other public jurisdictions, the scope of responsibility of the position, the need to avoid salary compaction, and other factors appropriate to the determination of compensation necessary to recruit and retain qualified employees in leadership positions for the state. The compensation shall not exceed 125 percent (125%) of the compensation recommended to be paid to the Governor of the State of California by the California Citizens Compensation Commission.

(c) The department shall notify the Legislature of the compensation level implemented for the president of the Public Utilities Commission or any of the employees described in paragraph (1) of subdivision (a) within 30 days of the effective date of the proposed compensation adjustment.

(Amended by Stats. 2019, Ch. 29, Sec. 107. (SB 82) Effective June 27, 2019.)

**19826.** (a) The department shall establish and adjust salary ranges for each class of position in the state civil service subject to any merit limits contained in Article VII of the California Constitution. The salary range shall be based on the principle that like salaries shall be paid for comparable duties and responsibilities. In establishing or changing these ranges, consideration shall be given to the prevailing rates for comparable service in other public employment and in private business. The department shall make no adjustments that require expenditures in excess of existing appropriations that may be used for salary increase purposes. The department may make a change in salary range retroactive to the date of application of this change.

(b) Notwithstanding any other law, the department shall not establish, adjust, or recommend a salary range for any employees in an appropriate unit where an employee organization has been chosen as the exclusive representative pursuant to Section 3520.5.

(c) (1) On February 1, 2025, and biennially thereafter, the department shall submit to the parties meeting and conferring pursuant to Section 3517 and to the Legislature, a report containing the department's findings relating to the salaries of employees in comparable occupations in private industry and other governmental agencies for Bargaining Units 2, 5, 6, 7, 9, 10, 12, 13, 16, 18, and 19.

(2) On February 1, 2026, and biennially thereafter, the department shall submit to the parties meeting and conferring pursuant to Section 3517 and to the Legislature a report containing the department's findings relating to the salaries of employees in comparable occupations in private industry and other governmental agencies for Bargaining Units 1, 3, 4, 5, 8, 11, 14, 15, 17, 20, and 21.

(d) If this section is in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2023, Ch. 39, Sec. 2. (AB 130) Effective July 10, 2023.)*

**19826.5.** Whenever the department finds that pay data was furnished to the department on the basis that the source remain confidential, the source shall not be open to the public or admissible as evidence in any action or special proceeding.

*(Added by Stats. 1981, Ch. 684, Sec. 3. Effective September 23, 1981.)*

**19827.** (a) (1) Except as provided in paragraphs (2) and (6), for the period from July 1, 2020, to June 30, 2021, inclusive, and notwithstanding any other provision of law to the contrary, in order to recruit and retain the highest qualified employees, the state shall pay sworn members of the California Highway Patrol who are rank-and-file members of State Bargaining Unit 5 the estimated average total compensation for each corresponding rank for the Los Angeles Police Department, Los Angeles County Sheriff's Office, San Diego Police Department, Oakland Police Department, and San Francisco Police Department. Total compensation shall include base salary, educational incentive pay, physical performance pay, longevity pay, and retirement contributions made by the employer on behalf of the employee.

(2) Notwithstanding any other law, employees of the California Highway Patrol who are rank-and-file members of State Bargaining Unit 5, without limitation, shall be subject to any and all reductions in state employee compensation imposed by the Legislature on other state employees for the period of time from July 1, 2020, to June 30, 2021, inclusive, regardless of the means adopted to effect those reductions, which includes, but is not limited to, suspension of the duty to compensate sworn represented members of the California Highway Patrol in accordance with the formula set forth in this section.

(3) The state and the exclusive representative shall jointly survey annually and calculate the estimated average total compensation based on projected average total compensation for the above-named departments as of July 1 of the year in which the survey is conducted. The state and the exclusive representative shall utilize the survey methodology outlined in the "Description of Survey Process Pursuant to Government Code 19827 Regarding the Recruitment and Retention of California Highway Patrol Officers" dated July 1, 2001, and maintained as a permanent agreement between the state and the exclusive representative.

(4) Any increase in total compensation resulting from this section shall be implemented through a memorandum of understanding negotiated pursuant to the Ralph C. Dills Act (Chapter 10.3 (commencing with Section 3512) of Division 4 of Title 1). Notwithstanding the foregoing, failure of the parties to reach agreement for a memorandum of understanding pursuant to the Ralph C. Dills Act shall not relieve the state of the duty to compensate sworn represented members of the California Highway Patrol in accordance with the formula set forth in this section.

(5) The total compensation for represented sworn members of the California Highway Patrol may deviate from the survey results by mutual agreement between the exclusive representative and the state pursuant to the collective bargaining process.

(6) With the exception of the reductions authorized in paragraph (2), if the provisions of this subdivision are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

(b) Except as provided in paragraph (2) of subdivision (a) of this section and subdivision (c) of Section 19851, for the period of time from July 1, 2020, to June 30, 2021, inclusive, when determining compensation for state excluded sworn classifications of the

California Highway Patrol, it is the policy of the state to consider total compensation for corresponding ranks within jurisdictions specified in subdivision (a), as well as other factors, including internal comparisons.

*(Amended by Stats. 2020, Ch. 16, Sec. 3. (AB 84) Effective June 29, 2020.)*

**19827.1.** (a) The state recognizes the historic problem of recruitment and retention of peace officers in the Department of Corrections and the Department of Youth Authority. As evidence of this recognition there has been a trend in recent years to improve salaries and benefits for these correctional peace officers. However, due to the continuing need to recruit new officers to fill vacancies, retain seasoned correctional peace officers to reduce turnover rates, and provide comparability in pay to effectively compete with large peace officer employers and ensure necessary staffing levels, salaries must be improved and maintained by the state for peace officers in the Department of Corrections and the Department of the Youth Authority.

(b) To effect the intent of paragraph (a) the department shall take into consideration the salary and benefits of other large employers of peace officers in California.

*(Added by Stats. 1986, Ch. 290, Sec. 1.)*

**19827.2.** (a) The Legislature, having recognized December 1980 statistics from the U.S. Department of Labor, finds: that 60 percent of all women 18 to 64 are in the workforce, that two-thirds of all those women are either the head of a household or had husbands whose earnings were less than ten thousand dollars (\$10,000), and that most women are in the workforce because of economic need; that the average working woman has earned less than the average working man, not only because of the lack of educational and employment opportunities in the past, but because of segregation into historically undervalued occupations where wages have been depressed; and that a failure to reassess the basis on which salaries in state service are established will perpetuate these pay inequities, which have a particularly discriminatory impact on minority and older women; and, therefore, it is the intent of the Legislature in enacting this statute to establish a state policy of setting salaries on the basis of comparability of the value of the work for jobs that employ a higher proportion of females than males.

(b) The department shall evaluate all state civil service classifications in the Personnel Classification Plan and prepare a detailed report on gender and ethnicity pay equity in each classification where there is an underrepresentation of women and minorities. The department shall review and analyze existing information, including studies from other jurisdictions that are relevant to setting salaries for jobs that employ a higher proportion of females than males. This information shall be provided on an annual basis to the appropriate policy committee of the Legislature and to the parties meeting and conferring pursuant to Section 3517.

(c) The report described in subdivision (b) shall include at least the following:

(1) The department's efforts that are consistent with existing state and federal law toward meeting the goals of pay equity for women and minorities.

(2) Statistical information for each state civil service classification.

(d) For the purpose of implementing this section, the following definitions apply:

(1) "Salary" means, except as otherwise provided in Section 18539.5, the amount of money or credit received as compensation for service rendered, exclusive of mileage, traveling allowances, and other sums received for actual and necessary expenses incurred in the performance of the state's business, but including the reasonable value of board, rent, housing, lodging, or similar advantages received from the state.

(2) "Comparability of the value of the work" means the value of the work performed by an employee, or group of employees within a class or salary range, in relation to the value of the work of another employee, or group of employees, to any class or salary range within state service.

(3) "Skill" means the skill required in the performance of the work, including any type of intellectual or physical skill acquired by the employee through experience, training, education, or natural ability.

(4) "Effort" means the effort required in the performance of the work, including any intellectual or physical effort.

(5) "Responsibility" means the responsibility required in the performance of the work, including the extent to which the employer relies on the employee to perform the work, the importance of the duties, and the accountability of the employee for the work of others and for resources.

(6) "Working conditions" means the conditions under which the work of an employee is performed, including physical or psychological factors.

(e) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2022, Ch. 312, Sec. 2. (AB 316) Effective January 1, 2023.)*

**19827.3.** In order for the state to recruit skilled firefighters for the California Department of Forestry and Fire Protection, it is the policy of the state to consider prevailing salaries and benefits prior to making salary recommendations. In order to provide comparability in pay, the Department of Human Resources shall take into consideration the salary and benefits of other jurisdictions employing 75 or more full-time firefighters who work in California.

*(Amended by Stats. 2012, Ch. 665, Sec. 95. (SB 1308) Effective January 1, 2013.)*

**19827.5.** (a) There is allocated from the salary or wage paid to a member of the clergy, in an amount up to 50 percent of the gross salary, either of the following:

- (1) The rental value of a home furnished to him or her.
- (2) The rental allowance paid to him or her to rent or provide a home.

(b) As used in this section, a "member of the clergy" means a priest, minister, religious practitioner, or similar functionary of a religious denomination or religious organization.

*(Amended by Stats. 2003, Ch. 428, Sec. 1. Effective September 22, 2003.)*

**19828.** (a) Reasonable opportunity to be heard shall be provided by the department to any employee affected by a change in the salary range for the class of his or her position.

(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2001, Ch. 364, Sec. 17. Effective September 27, 2001.)*

**19829.** (a) Salary ranges shall consist of minimum and maximum salary limits. The department shall provide for intermediate steps within these limits to govern the extent of the salary adjustment that an employee may receive at any one time; provided, that in classes and positions with unusual conditions or hours of work or where necessary to meet the provisions of state law recognizing differential statutory qualifications within a profession or prevailing rates and practices for comparable services in other public employment and in private business, the department may establish more than one salary range or rate or method of compensation within a class.

(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2001, Ch. 364, Sec. 18. Effective September 27, 2001.)*

**19829.5.** (a) The Department of Human Resources shall provide a memorandum of understanding pursuant to Section 3517.5 to the Legislative Analyst who shall have 10 calendar days from the date the tentative agreement is received to issue a fiscal analysis to the Legislature. The Legislative Analyst may prioritize the preparation of a fiscal analysis or report under this subdivision among other workload, including the submission of multiple memoranda of understanding. The memorandum of understanding shall not be subject to legislative determination until either the Legislative Analyst has presented a fiscal analysis of the memorandum of understanding or until 10 calendar days has elapsed since the memorandum was received by the Legislative Analyst.

(b) Each memorandum of understanding submitted by the department to the Legislative Analyst shall include the department's analysis of costs and savings.

*(Amended by Stats. 2012, Ch. 665, Sec. 96. (SB 1308) Effective January 1, 2013.)*

**19829.6.** The Department of Human Resources shall post, in a clear and conspicuous manner on the department's Web site, each memorandum of understanding that has been submitted to the Legislature for determination pursuant to Section 3517.5 and that has been ratified by the affected union membership. The memorandum of understanding of the agreement reached between the

Governor and the recognized employee organization shall be posted on the department's Web site in its entirety, with a declaration that the memorandum has been submitted to the office of the Legislative Analyst and the Legislature, including the date of that submission. The department shall include on its Web site posting a summary of the memorandum of understanding that is the same summary provided to the Legislature by the department.

*(Amended by Stats. 2012, Ch. 665, Sec. 97. (SB 1308) Effective January 1, 2013.)*

**19829.7.** (a) Notwithstanding Section 13340, for the 2010–11 fiscal year, if the Budget Act of 2010 is not enacted by July 1, 2010, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2010 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2010, of the 2010–11 fiscal year and the enactment of the Budget Act of 2010.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon enactment of the Budget Act of 2010, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2010 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding expires. For purposes of this section, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2013, the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2013, the memorandum of understanding for State Bargaining Unit 12 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2012, and the memorandum of understanding for State Bargaining Unit 19 expires on July 1, 2012.

*(Amended (as added by Stats. 2010, Ch. 162) by Stats. 2011, Ch. 296, Sec. 125. (AB 1023) Effective January 1, 2012. See identical section (added by Stats. 2010, Ch. 163), as amended by Sec. 126 of Ch. 296.)*

**19829.7.** (a) Notwithstanding Section 13340, for the 2010–11 fiscal year, if the Budget Act of 2010 is not enacted by July 1, 2010, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2010 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2010, of the 2010–11 fiscal year and the enactment of the Budget Act of 2010.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state



employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon enactment of the Budget Act of 2010, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2010 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding expires. For purposes of this section, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2013, the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2013, the memorandum of understanding for State Bargaining Unit 12 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2012, and the memorandum of understanding for State Bargaining Unit 19 expires on July 1, 2012.

*(Amended (as added by Stats. 2010, Ch. 163) by Stats. 2011, Ch. 296, Sec. 126. (AB 1023) Effective January 1, 2012.)*

**19829.8.** (a) Notwithstanding Section 13340, for the 2011–12 fiscal year, if the 2011–12 Budget Act is not enacted by July 1, 2011, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2011–12 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2011, of the 2011–12 fiscal year and the enactment of the 2011–12 Budget Act.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2011–12 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2010–11 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2013, the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2013, the memorandum of understanding for State Bargaining Unit 12 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2012, and the memorandum of understanding for State Bargaining Unit 19 expires on July 1, 2012.

*(Added by Stats. 2010, Ch. 162, Sec. 7. (SB 846) Effective August 23, 2010. See identical section added by Stats. 2010, Ch. 163.)*

**19829.8.** (a) Notwithstanding Section 13340, for the 2011–12 fiscal year, if the 2011–12 Budget Act is not enacted by July 1, 2011, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are

compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2011–12 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2011, of the 2011–12 fiscal year and the enactment of the 2011–12 Budget Act.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2011–12 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2010–11 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2013, the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2013, the memorandum of understanding for State Bargaining Unit 12 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2012, and the memorandum of understanding for State Bargaining Unit 19 expires on July 1, 2012.

*(Added by Stats. 2010, Ch. 163, Sec. 7. (AB 1592) Effective August 23, 2010.)*

**19829.9.** (a) Notwithstanding Section 13340, for the 2012–13 fiscal year, if the 2012–13 Budget Act is not enacted by July 1, 2012, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive) and State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2012–13 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2012, of the 2012–13 fiscal year and the enactment of the 2012–13 Budget Act.

(b) Notwithstanding Section 13340, solely for the effective period of the following memoranda of understanding, and not including a date beyond the expiration date of the following memoranda of understanding, for the 2012–13 fiscal year, where the 2012–13 Budget Act is not enacted by July 1, 2012, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2012–13 Budget Act is enacted.

(c) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(d) Expenditures related to any warrant drawn pursuant to subdivisions (a) and (b) are not augmentations to the expenditure authority of a department. Upon enactment of the 2012–13 Budget Act, these expenditures shall be automatically subsumed by the expenditure authority approved in the 2012–13 Budget Act for each affected department.

(e) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18

(effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding expires. For purposes of this section, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2013, the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2013, the memorandum of understanding for State Bargaining Unit 12 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2012, and the memorandum of understanding for State Bargaining Unit 19 expires on July 1, 2012.

*(Added by Stats. 2010, Ch. 162, Sec. 8. (SB 846) Effective August 23, 2010. See identical section added by Stats. 2010, Ch. 163.)*

**19829.9.** (a) Notwithstanding Section 13340, for the 2012–13 fiscal year, if the 2012–13 Budget Act is not enacted by July 1, 2012, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive) and State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2012–13 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2012, of the 2012–13 fiscal year and the enactment of the 2012–13 Budget Act.

(b) Notwithstanding Section 13340, solely for the effective period of the following memoranda of understanding, and not including a date beyond the expiration date of the following memoranda of understanding, for the 2012–13 fiscal year, where the 2012–13 Budget Act is not enacted by July 1, 2012, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2012–13 Budget Act is enacted.

(c) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(d) Expenditures related to any warrant drawn pursuant to subdivisions (a) and (b) are not augmentations to the expenditure authority of a department. Upon enactment of the 2012–13 Budget Act, these expenditures shall be automatically subsumed by the expenditure authority approved in the 2012–13 Budget Act for each affected department.

(e) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive), State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 12 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 16 (effective July 1, 2010, to July 1, 2012, inclusive), State Bargaining Unit 18 (effective July 1, 2010, to July 1, 2012, inclusive), and State Bargaining Unit 19 (effective July 1, 2010, to July 1, 2012, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding expires. For purposes of this section, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2013, the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2013, the memorandum of understanding for State Bargaining Unit 12 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2012, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2012, and the memorandum of understanding for State Bargaining Unit 19 expires on July 1, 2012.

*(Added by Stats. 2010, Ch. 163, Sec. 8. (AB 1592) Effective August 23, 2010.)*

**19829.95.** (a) Notwithstanding Section 13340, solely for the effective period of the following memoranda of understanding, and not including a date beyond the expiration date of the following memoranda of understanding, for the 2013–14 fiscal year, where the 2013–14 Budget Act is not enacted by July 1, 2013, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive) and State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2013–14 Budget Act is enacted.



(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive) and State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2013–14 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2013–14 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive) and State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding expires. For purposes of this section, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2013, and the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2013.

*(Added by Stats. 2010, Ch. 162, Sec. 9. (SB 846) Effective August 23, 2010. See identical section added by Stats. 2010, Ch. 163.)*

**19829.95.** (a) Notwithstanding Section 13340, solely for the effective period of the following memoranda of understanding, and not including a date beyond the expiration date of the following memoranda of understanding, for the 2013–14 fiscal year, where the 2013–14 Budget Act is not enacted by July 1, 2013, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive) and State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2013–14 Budget Act is enacted.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive) and State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2013–14 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2013–14 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 5 (effective July 3, 2010, to July 3, 2013, inclusive) and State Bargaining Unit 8 (effective July 1, 2010, to July 1, 2013, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding expires. For purposes of this section, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2013, and the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2013.

*(Added by Stats. 2010, Ch. 163, Sec. 9. (AB 1592) Effective August 23, 2010.)*

**19829.96.** (a) Notwithstanding Section 13340, for the 2011–12 fiscal year, if the 2011–12 Budget Act is not enacted by July 1, 2011, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 2, 7, 9, 10, or 13 (each effective April 1, 2011, to July 1, 2013, inclusive), or State Bargaining Unit 6 (effective April 1, 2011, to July 2, 2013, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2011–12 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2011, of the 2011–12 fiscal year and the enactment of the 2011–12 Budget Act.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 2, 7, 9, 10, or 13 (each effective April 1, 2011, to July 1, 2013, inclusive), or State Bargaining Unit 6 (effective April 1, 2011, to July 2, 2013, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2011–12 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2011–12 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 memoranda of understanding (each effective July 1, 2010, to July 1, 2013, inclusive), the State Bargaining Unit 2, 7, 9, 10, or 13

memoranda of understanding (each effective April 1, 2011, to July 1, 2013, inclusive), or the State Bargaining Unit 6 memorandum of understanding (effective April 1, 2011, to July 2, 2013, inclusive). Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for each unit, except State Bargaining Unit 6, expires on July 1, 2013. For purposes of this section, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2013.

*(Added by renumbering Section 18929.96 by Stats. 2011, Ch. 25, Sec. 7. (SB 151) Effective May 16, 2011.)*

**19829.97.** (a) Notwithstanding Section 13340, for the 2012–13 fiscal year, if the 2012–13 Budget Act is not enacted by July 1, 2012, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 2, 7, 9, 10, or 13 (each effective April 1, 2011, to July 1, 2013, inclusive), or State Bargaining Unit 6 (effective April 1, 2011, to July 2, 2013, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2012–13 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2012, of the 2012–13 fiscal year and the enactment of the 2012–13 Budget Act.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 2, 7, 9, 10, or 13 (each effective April 1, 2011, to July 1, 2013, inclusive), or State Bargaining Unit 6 (effective April 1, 2011, to July 2, 2013, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2012–13 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2012–13 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 memoranda of understanding (each effective July 1, 2010, to July 1, 2013, inclusive), the State Bargaining Unit 2, 7, 9, 10, or 13 memoranda of understanding (each effective April 1, 2011, to July 1, 2013, inclusive), or the State Bargaining Unit 6 memorandum of understanding (effective April 1, 2011, to July 2, 2013, inclusive). Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for each unit, except State Bargaining Unit 6, expires on July 1, 2013. For purposes of this section, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2013.

*(Amended by Stats. 2011, Ch. 25, Sec. 8. (SB 151) Effective May 16, 2011.)*

**19829.98.** (a) Notwithstanding Section 13340, for the 2013–14 fiscal year, if the 2013–14 Budget Act is not enacted by July 1, 2013, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 2, 7, 9, 10, or 13 (each effective April 1, 2011, to July 1, 2013, inclusive), or State Bargaining Unit 6 (effective April 1, 2011, to July 2, 2013, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2013–14 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2013, of the 2013–14 fiscal year and the enactment of the 2013–14 Budget Act.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 1, 2010, to July 1, 2013, inclusive), State Bargaining Unit 2, 7, 9, 10, or 13 (each effective April 1, 2011, to July 1, 2013, inclusive), or State Bargaining Unit 6 (effective April 1, 2011, to July 2, 2013, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2013–14 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2013–14 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 memoranda of understanding (each effective July 1, 2010, to July 1, 2013, inclusive), the State Bargaining Unit 2, 7, 9, 10, or 13 memoranda of understanding (each effective April 1, 2011, to July 1, 2013, inclusive), or the State Bargaining Unit 6 memorandum of understanding (effective April 1, 2011, to July 2, 2013, inclusive). Notwithstanding Section 3517.8, this section shall not apply after

the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for each unit, except State Bargaining Unit 6, expires on July 1, 2013. For purposes of this section, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2013.

*(Amended by Stats. 2011, Ch. 25, Sec. 9. (SB 151) Effective May 16, 2011.)*

**19829.981.** (a) Notwithstanding Section 13340, for the 2013–14 fiscal year, if the 2013–14 Budget Act is not enacted by July 1, 2013, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2013–14 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2013, of the 2013–14 fiscal year and the enactment of the 2013–14 Budget Act.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2013–14 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2013–14 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 3 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 4 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 11 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 14 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 15 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 17 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 20 expires on July 1, 2016, and the memorandum of understanding for State Bargaining Unit 21 expires on July 1, 2016.

*(Added by Stats. 2013, Ch. 63, Sec. 5. (AB 1377) Effective July 11, 2013.)*

**19829.982.** (a) Notwithstanding Section 13340, for the 2014–15 fiscal year, if the 2014–15 Budget Act is not enacted by July 1, 2014, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2014–15 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable

the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2014, of the 2014–15 fiscal year and the enactment of the 2014–15 Budget Act.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2014–15 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2014–15 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 3 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 4 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 11 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 14 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 15 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 17 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 20 expires on July 1, 2016, and the memorandum of understanding for State Bargaining Unit 21 expires on July 1, 2016.

*(Added by Stats. 2013, Ch. 63, Sec. 6. (AB 1377) Effective July 11, 2013.)*

**19829.983.** (a) Notwithstanding Section 13340, for the 2015–16 fiscal year, if the 2015–16 Budget Act is not enacted by July 1, 2015, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the 2015–16 Budget Act is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2015, of the 2015–16 fiscal year and the enactment of the 2015–16 Budget Act.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the 2015–16 Budget Act, these expenditures shall be subsumed by the expenditure authority approved in the 2015–16 Budget Act for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 3 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 4 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 11 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 14 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 15 (effective July 2, 2013, to July 1, 2016, inclusive), State



Bargaining Unit 17 (effective July 2, 2013, to July 1, 2016, inclusive), State Bargaining Unit 20 (effective July 2, 2013, to July 1, 2016, inclusive), and State Bargaining Unit 21 (effective July 2, 2013, to July 1, 2016, inclusive), memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 3 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 4 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 11 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 14 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 15 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 17 expires on July 1, 2016, the memorandum of understanding for State Bargaining Unit 20 expires on July 1, 2016, and the memorandum of understanding for State Bargaining Unit 21 expires on July 1, 2016.

*(Added by Stats. 2013, Ch. 63, Sec. 7. (AB 1377) Effective July 11, 2013.)*

**19829.9840.** (a) Notwithstanding Section 13340, for the 2016–17 fiscal year, if the Budget Act of 2016 is not enacted by July 1, 2016, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 9 (effective July 2, 2015, to June 30, 2018, inclusive) and State Bargaining Unit 10 (effective July 2, 2015, to July 1, 2018, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2016 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2016, of the 2016–17 fiscal year, and the enactment of the Budget Act of 2016.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 9 (effective July 2, 2015, to June 30, 2018, inclusive) and State Bargaining Unit 10 (effective July 2, 2015, to July 1, 2018, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2016, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2016 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 9 (effective July 2, 2015, to June 30, 2018, inclusive) and State Bargaining Unit 10 (effective July 2, 2015, to July 1, 2018, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 9 expires on June 30, 2018, and the memorandum of understanding for State Bargaining Unit 10 expires on July 1, 2018.

*(Added by Stats. 2015, Ch. 322, Sec. 15. (SB 99) Effective September 22, 2015.)*

**19829.9841.** (a) Notwithstanding Section 13340, for the 2017–18 fiscal year, if the Budget Act of 2017 is not enacted by July 1, 2017, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 9 (effective July 2, 2015, to June 30, 2018, inclusive) and State Bargaining Unit 10 (effective July 2, 2015, to July 1, 2018, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2017 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2017, of the 2017–18 fiscal year, and the enactment of the Budget Act of 2017.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 9 (effective July 2, 2015, to June 30, 2018, inclusive) and State Bargaining Unit 10 (effective July 2, 2015, to July 1, 2018, inclusive) is in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2017, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2017 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 9 (effective July 2, 2015, to June 30, 2018, inclusive) and State Bargaining Unit 10 (effective July 2, 2015, to July 1, 2018, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the terms of the memoranda of understanding have expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 9 expires on June 30, 2018, and the memorandum of understanding for State Bargaining Unit 10 expires on July 1, 2018.



**19829.9842.** (a) Notwithstanding Section 13340, for the 2016–17 fiscal year, if the Budget Act of 2016 is not enacted by July 1, 2016, for the memorandum of understanding entered into between the state employer and State Bargaining Unit 6 (effective July 3, 2015, to July 2, 2018, inclusive) there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memorandum of understanding until the Budget Act of 2016 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memorandum of understanding for work performed between July 1, 2016, of the 2016–17 fiscal year and the enactment of the Budget Act of 2016.

(b) If the memorandum of understanding entered into between the state employer and State Bargaining Unit 6 (effective July 3, 2015, to July 2, 2018, inclusive) is in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by this bargaining unit shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2016, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2016 for each affected department.

(d) This section shall only apply to an employee covered by the term of the State Bargaining Unit 6 (effective July 3, 2015, to July 2, 2018, inclusive) memorandum of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2018.

*(Added by Stats. 2016, Ch. 12, Sec. 6. (SB 95) Effective May 10, 2016.)*

**19829.9843.** (a) Notwithstanding Section 13340, for the 2017–18 fiscal year, if the Budget Act of 2017 is not enacted by July 1, 2017, for the memorandum of understanding entered into between the state employer and State Bargaining Unit 6 (effective July 3, 2015, to July 2, 2018, inclusive) there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memorandum of understanding until the Budget Act of 2017 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memorandum of understanding for work performed between July 1, 2017, of the 2017–18 fiscal year and the enactment of the Budget Act of 2017.

(b) If the memorandum of understanding entered into between the state employer and State Bargaining Unit 6 (effective July 3, 2015, to July 2, 2018, inclusive) is in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by this bargaining unit shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2017, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2017 for each affected department.

(d) This section shall only apply to an employee covered by the term of the State Bargaining Unit 6 (effective July 3, 2015, to July 2, 2018, inclusive) memorandum of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2018.

*(Added by Stats. 2016, Ch. 12, Sec. 7. (SB 95) Effective May 10, 2016.)*

**19829.9844.** (a) Notwithstanding Section 13340, for the 2016–17 fiscal year, if the Budget Act of 2016 is not enacted by July 1, 2016, for the memorandum of understanding entered into between the state employer and State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2019, inclusive) there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memorandum of understanding until the Budget Act of 2016 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memorandum of understanding for work performed between July 1, 2016, of the 2016–17 fiscal year and the enactment of the Budget Act of 2016.

(b) If the memorandum of understanding entered into between the state employer and State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2019, inclusive) is in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by this bargaining unit shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2016, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2016 for each affected department.

(d) This section shall only apply to an employee covered by the term of the State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2019, inclusive) memorandum of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 12 expires on July 1, 2019.

*(Added by Stats. 2016, Ch. 35, Sec. 9. (SB 848) Effective June 27, 2016.)*

**19829.9845.** (a) Notwithstanding Section 13340, for the 2017–18 fiscal year, if the Budget Act of 2017 is not enacted by July 1, 2017, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 2 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 7 (effective July 2, 2016, to July 1, 2019, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State Bargaining Unit 13 (effective July 2, 2016, to June 30, 2019, inclusive), State Bargaining Unit 18 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), and State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2017 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2017, of the 2017–18 fiscal year and the enactment of the Budget Act of 2017.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 2 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 7 (effective July 2, 2016, to July 1, 2019, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State Bargaining Unit 13 (effective July 2, 2016, to June 30, 2019, inclusive), State Bargaining Unit 18 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), and State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2017, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2017 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 2 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 7 (effective July 2, 2016, to July 1, 2019, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State Bargaining Unit 13 (effective July 2, 2016, to June 30, 2019, inclusive), State Bargaining Unit 18 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), or State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive) memorandum of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the applicable memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 13 expires on June 30, 2019, the memoranda of understanding for State Bargaining Units 2, 7, and 18 expire on July 1, 2019, the memoranda of understanding for State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 expire on January 1, 2020, the memoranda of understanding for State Bargaining Units 12, 16, and 19 expire on July 1, 2020, and the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2021.

*(Amended by Stats. 2017, Ch. 6, Sec. 5. (SB 131) Effective April 28, 2017. Became operative on June 27, 2017, pursuant to Stats. 2017, Ch. 19, Sec. 26, which repealed Stats. 2017, Ch. 6, Sec. 15.)*

**19829.9846.** (a) Notwithstanding Section 13340, for the 2018–19 fiscal year, if the Budget Act of 2018 is not enacted by July 1, 2018, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 2 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 6 (effective July 3, 2018, to July 2, 2019, inclusive), State Bargaining Unit 7 (effective July 2, 2016, to July 1, 2019, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State

Bargaining Unit 13 (effective July 2, 2016, to June 30, 2019, inclusive), State Bargaining Unit 18 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), and State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2018 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2018, of the 2018–19 fiscal year and the enactment of the Budget Act of 2018.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 2 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 6 (effective July 3, 2018, to July 2, 2019, inclusive), State Bargaining Unit 7 (effective July 2, 2016, to July 1, 2019, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State Bargaining Unit 13 (effective July 2, 2016, to June 30, 2019, inclusive), State Bargaining Unit 18 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), and State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2018, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2018 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 2 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 6 (effective July 3, 2018, to July 2, 2019, inclusive), State Bargaining Unit 7 (effective July 2, 2016, to July 1, 2019, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State Bargaining Unit 13 (effective July 2, 2016, to June 30, 2019, inclusive), State Bargaining Unit 18 (effective July 1, 2016, to July 1, 2019, inclusive), State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), or State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive) memorandum of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the applicable memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 13 expires on June 30, 2019, the memoranda of understanding for State Bargaining Units 2, 7, and 18 expire on July 1, 2019, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2019, the memoranda of understanding for State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 expire on January 1, 2020, the memoranda of understanding for State Bargaining Units 12, 16, and 19 expire on July 1, 2020, and the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2021.

*(Amended by Stats. 2018, Ch. 49, Sec. 5. (SB 852) Effective June 27, 2018.)*

**19829.9847.** (a) Notwithstanding Section 13340, for the 2019–20 fiscal year, if the Budget Act of 2019 is not enacted by July 1, 2019, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 6 (effective July 3, 2018, to July 2, 2019, inclusive), State Bargaining Unit 9 (effective July 1, 2018, to June 30, 2020, inclusive), State Bargaining Unit 10 (effective July 1, 2018, to July 1, 2020, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), and State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2019 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2019, of the 2019–20 fiscal year and the enactment of the Budget Act of 2019.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 6 (effective July 3, 2018, to July 2, 2019, inclusive), State Bargaining Unit 9 (effective July 1, 2018, to June 30, 2020, inclusive), State Bargaining Unit 10 (effective July 1, 2018, to July 1, 2020, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), and State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2019, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2019 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1, 3, 4, 11, 14, 15, 17, 20, or 21 (each effective July 2, 2016, to January 1, 2020, inclusive), State Bargaining Unit 6 (effective July 3, 2018, to July 2, 2019, inclusive), State Bargaining Unit 9 (effective July 1, 2018, to June 30, 2020, inclusive), State Bargaining Unit 10 (effective July 1, 2018, to July 1, 2020, inclusive), State Bargaining Unit 12 (effective July 1, 2015, to July 1, 2020, inclusive), State Bargaining Unit 16 (effective July 1, 2016, to July 1, 2020, inclusive), State Bargaining Unit 19 (effective July 1, 2016, to July 1, 2020, inclusive), or State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive) memorandum of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the applicable memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2019, the memoranda of understanding for State Bargaining Units 1, 3, 4, 11, 14, 15, 17, 20, and 21 expire on January 1, 2020, the memorandum of understanding for State Bargaining Unit 9 expires on June 30, 2020, the memoranda of understanding for State Bargaining Units 10, 12, 16, and 19 expire on July 1, 2020, and the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2021.

*(Amended by Stats. 2018, Ch. 452, Sec. 5. (SB 873) Effective September 17, 2018.)*

**19829.9848.** (a) Notwithstanding Section 13340, for the 2020–21 fiscal year, if the Budget Act of 2020 is not enacted by July 1, 2020, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 2, 2019, to July 1, 2020, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2019, to July 2, 2020, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive), State Bargaining Unit 9 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 10 (effective July 1, 2018, to July 1, 2020, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2020, to June 30, 2021, inclusive), State Bargaining Unit 13 (effective July 1, 2019, to June 30, 2022, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 2, 2019, to July 1, 2022, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2020 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2020, of the 2020–21 fiscal year and the enactment of the Budget Act of 2020.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 2, 2019, to July 1, 2020, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2019, to July 2, 2020, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive), State Bargaining Unit 9 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 10 (effective July 1, 2018, to July 1, 2020, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2020, to June 30, 2021, inclusive), State Bargaining Unit 13 (effective July 1, 2019, to June 30, 2022, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 2, 2019, to July 1, 2022, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the memoranda of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2020, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2020 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 2, 2019, to July 1, 2020, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023,



inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2019, to July 2, 2020, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective January 1, 2017, to July 1, 2021, inclusive), State Bargaining Unit 9 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 10 (effective July 1, 2018, to July 1, 2020, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2020, to June 30, 2021, inclusive), State Bargaining Unit 13 (effective July 1, 2019, to June 30, 2022, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 2, 2019, to July 1, 2022, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the terms of the memoranda of understanding have expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 2 expires on July 1, 2020, the memorandum of understanding for State Bargaining Unit 3 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 4 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2024, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2020, the memorandum of understanding for State Bargaining Unit 7 expires on July 1, 2023, the memorandum of understanding for State Bargaining Unit 8 expires on July 1, 2021, the memorandum of understanding for State Bargaining Unit 9 expires on July 1, 2022, the memorandum of understanding for State Bargaining Unit 10 expires on July 1, 2020, the memorandum of understanding for State Bargaining Unit 11 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 12 expires on June 30, 2021, the memorandum of understanding for State Bargaining Unit 13 expires on June 30, 2022, the memorandum of understanding for State Bargaining Unit 14 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 15 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2022, the memorandum of understanding for State Bargaining Unit 17 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2022, the memorandum of understanding for State Bargaining Unit 20 expires on June 30, 2023, and the memorandum of understanding for State Bargaining Unit 21 expires on June 30, 2023.

*(Amended by Stats. 2020, Ch. 30, Sec. 6. (SB 119) Effective August 6, 2020.)*

**19829.9849.** (a) Notwithstanding Section 13340, for the 2021–22 fiscal year, if the Budget Act of 2021 is not enacted by July 1, 2021, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 1, 2021, to June 30, 2022, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2020, to July 2, 2023, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective July 1, 2021 to June 30, 2022, inclusive), State Bargaining Unit 9 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2021, to June 30, 2023, inclusive), State Bargaining Unit 13 (effective July 1, 2019, to June 30, 2022, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2023, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 2, 2019, to July 1, 2022, inclusive), State Bargaining Unit 19 (effective July 2, 2020, to July 1, 2023, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2022 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2021, of the 2021–22 fiscal year and the enactment of the Budget Act of 2021.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 1, 2021, to June 30, 2022, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2020, to July 2, 2023, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective July 1, 2021 to June 30, 2022, inclusive), State Bargaining Unit 9 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2021, to June 30, 2023, inclusive), State Bargaining Unit 13 (effective July 1, 2019, to June 30, 2022, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2023, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 2, 2019, to July 1, 2022, inclusive), State Bargaining Unit 19



(effective July 2, 2020, to July 1, 2023, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive) is in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the memoranda of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2021, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2021 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 1, 2021, to June 30, 2022, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2020, to July 2, 2023, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective July 1, 2021 to June 30, 2022, inclusive), State Bargaining Unit 9 (effective July 1, 2020, to July 1, 2022, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2021, to June 30, 2023, inclusive), State Bargaining Unit 13 (effective July 1, 2019, to June 30, 2022, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2023, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 2, 2019, to July 1, 2022, inclusive), State Bargaining Unit 19 (effective July 2, 2020, to July 1, 2023, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 2 expires on June 30, 2022, the memorandum of understanding for State Bargaining Unit 3 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 4 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2024, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2023, the memorandum of understanding for State Bargaining Unit 7 expires on July 1, 2023, the memorandum of understanding for State Bargaining Unit 8 expires on June 30, 2022, the memorandum of understanding for State Bargaining Unit 9 expires on July 1, 2022, the memorandum of understanding for State Bargaining Unit 11 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 12 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 13 expires on June 30, 2022, the memorandum of understanding for State Bargaining Unit 14 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 15 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2023, the memorandum of understanding for State Bargaining Unit 17 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2022, the memorandum of understanding for State Bargaining Unit 19 expires on July 1, 2023, the memorandum of understanding for State Bargaining Unit 20 expires on June 30, 2023, and the memorandum of understanding for State Bargaining Unit 21 expires on June 30, 2023.

*(Amended by Stats. 2021, Ch. 279, Sec. 5. (SB 165) Effective September 23, 2021.)*

**19829.9850.** (a) Notwithstanding Section 13340, for the 2022–23 fiscal year, if the Budget Act of 2022 is not enacted by July 1, 2022, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 1, 2022 to June 30, 2025, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2020, to July 2, 2023, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective July 1, 2022, to June 30, 2024, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2021, to June 30, 2023, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2023, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2020, to July 1, 2023, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2022 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to

compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2022, of the 2022–23 fiscal year and the enactment of the Budget Act of 2022.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 1, 2022 to June 30, 2025, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2020, to July 2, 2023, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective July 1, 2022, to June 30, 2024, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2021, to June 30, 2023, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2023, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2020, to July 1, 2023, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the memoranda of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2022, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2022 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 2 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 3 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 4 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2020, to July 2, 2023, inclusive), State Bargaining Unit 7 (effective July 2, 2019, to July 1, 2023, inclusive), State Bargaining Unit 8 (effective July 1, 2022, to June 30, 2024, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 11 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 12 (effective July 1, 2021, to June 30, 2023, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 15 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 16 (effective July 1, 2020, to July 1, 2023, inclusive), State Bargaining Unit 17 (effective January 2, 2020, to June 30, 2023, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2020, to July 1, 2023, inclusive), State Bargaining Unit 20 (effective January 2, 2020, to June 30, 2023, inclusive), and State Bargaining Unit 21 (effective January 2, 2020, to June 30, 2023, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 2 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 3 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 4 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2024, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2023, the memorandum of understanding for State Bargaining Unit 7 expires on July 1, 2023, the memorandum of understanding for State Bargaining Unit 8 expires on June 30, 2024, the memorandum of understanding for State Bargaining Unit 9 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 11 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 12 expires June 30, 2023, the memorandum of understanding for State Bargaining Unit 13 expires June 30, 2025, the memorandum of understanding for State Bargaining Unit 14 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 15 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2023, the memorandum of understanding for State Bargaining Unit 17 expires on June 30, 2023, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2025, the memorandum of understanding for State Bargaining Unit 19 expires on July 1, 2023, the memorandum of understanding for State Bargaining Unit 20 expires on June 30, 2023, and the memorandum of understanding for State Bargaining Unit 21 expires on June 30, 2023.

*(Amended by Stats. 2022, Ch. 250, Sec. 5. (AB 151) Effective September 6, 2022.)*

**19829.9851.** (a) Notwithstanding Section 13340, for the 2023–24 fiscal year, if the Budget Act of 2023 is not enacted by July 1, 2023, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 2 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 1, 2023, to July 2, 2025, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July

1, 2022, to June 30, 2024, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 11 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023, to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2023, to June 30, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023, to June 30, 2026, inclusive), and State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2023 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2023, of the 2023–24 fiscal year and the enactment of the Budget Act of 2023.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 2 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2023, to July 2, 2025, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July 1, 2022, to June 30, 2024, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 11 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023 to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2023, to June 30, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023, to June 30, 2026, inclusive), and State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the memoranda of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2023, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2023 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 2 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2019, to July 3, 2024, inclusive), State Bargaining Unit 6 (effective July 3, 2023, to July 2, 2025, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July 1, 2022, to June 30, 2024, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 11 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023, to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2023, to June 30, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023, to June 30, 2026, inclusive), and the State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026, inclusive), memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memoranda of understanding have expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 2 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 3 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 4 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 5 expires on July 3, 2024, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2025, the memorandum of understanding for State Bargaining Unit 7 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 8 expires on June 30, 2024, the memorandum of understanding for State Bargaining Unit 9 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 11 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 12 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 13 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 14 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 15 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2025, the memorandum of understanding for State Bargaining Unit 17 expires on June 30,

2026, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2025, the memorandum of understanding for State Bargaining Unit 19 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 20 expires June 30, 2026, and the memorandum of understanding for State Bargaining Unit 21 expires on June 30, 2026.

*(Amended by Stats. 2023, Ch. 211, Sec. 5.5. (SB 151) Effective September 22, 2023.)*

**19829.9852.** (a) Notwithstanding Section 13340, for the 2024–25 fiscal year, if the Budget Act of 2024 is not enacted by July 1, 2024, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 2 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2023, to July 2, 2025, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July 1, 2024, to June 30, 2026, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 11 (effective July 1, 2023 to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023, to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2023, to June 30, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023 to June 30, 2026, inclusive), and State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026 inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2024 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2024, of the 2024–25 fiscal year and the enactment of the Budget Act of 2024.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 2 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2023, to July 2, 2025, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July 1, 2024, to June 30, 2026, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 11 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023, to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2023, to June 30, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023, to June 30, 2026, inclusive), and State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the memoranda of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2024, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2024 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 2 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2023, to July 2, 2025, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July 1, 2024, to June 30, 2026, inclusive), State Bargaining Unit 9 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 11 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 13 (effective July 1, 2022, to June 30, 2025, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023, to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 19 (effective July 2, 2023, to June 30, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023, to June 30, 2026, inclusive), and State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026, inclusive), memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memoranda of

understanding have expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 2 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 3 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 4 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 5 expires on June 30, 2027, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2025, the memorandum of understanding for State Bargaining Unit 7 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 8 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 9 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 10 expires on July 1, 2027, the memorandum of understanding for State Bargaining Unit 11 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 12 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 13 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 14 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 15 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2025, the memorandum of understanding for State Bargaining Unit 17 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2025, the memorandum of understanding for State Bargaining Unit 19 expires on June 30, 2025, the memorandum of understanding for State Bargaining Unit 20 expires June 30, 2026, and the memorandum of understanding for State Bargaining Unit 21 expires on June 30, 2026.

*(Amended by Stats. 2024, Ch. 1001, Sec. 5. (AB 181) Effective September 30, 2024.)*

**19829.9853.** (a) Notwithstanding Section 13340, for the 2025–26 fiscal year, if the Budget Act of 2025 is not enacted by July 1, 2025, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July 1, 2024, to June 30, 2026, inclusive), State Bargaining Unit 9 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 11 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023, to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023, to June 30, 2026, inclusive), and State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2025 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memorandum of understanding for work performed between July 1, 2025, of the 2025–26 fiscal year and the enactment of the Budget Act of 2025.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July 1, 2024, to June 30, 2026, inclusive), State Bargaining Unit 9 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 11 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023, to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023, to June 30, 2026, inclusive), and State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the memoranda of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2025, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2025 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 1 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 3 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 4 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 8 (effective July 1, 2024, to June 30, 2026, inclusive), State Bargaining Unit 9 (effective July 1,



2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 11 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 14 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 15 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 16 (effective July 1, 2023, to July 1, 2025, inclusive), State Bargaining Unit 17 (effective July 1, 2023, to June 30, 2026, inclusive), State Bargaining Unit 18 (effective July 1, 2022, to July 1, 2025, inclusive), State Bargaining Unit 20 (effective July 1, 2023, to June 30, 2026, inclusive), and State Bargaining Unit 21 (effective July 1, 2023, to June 30, 2026, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memoranda of understanding have expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 1 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 3 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 4 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 5 expires on June 30, 2027, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2028, the memorandum of understanding for State Bargaining Unit 7 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 8 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 9 expires on June 30, 2028, the memorandum of understanding for State Bargaining Unit 10 expires on July 1, 2027, the memorandum of understanding for State Bargaining Unit 11 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 12 expires on June 30, 2027, the memorandum of understanding for State Bargaining Unit 14 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 15 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2025, the memorandum of understanding for State Bargaining Unit 17 expires on June 30, 2026, the memorandum of understanding for State Bargaining Unit 18 expires on July 1, 2025, the memorandum of understanding for State Bargaining Unit 20 expires on June 30, 2026, and the memorandum of understanding for State Bargaining Unit 21 expires on June 30, 2026.

*(Amended by Stats. 2025, Ch. 26, Sec. 5.5. (SB 140) Effective June 30, 2025.)*

**19829.9854.** (a) Notwithstanding Section 13340, for the 2026–27 fiscal year, if the Budget Act of 2026 is not enacted by July 1, 2026, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 2 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 9 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 13 (effective July 1, 2025, to June 30, 2027, inclusive), State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive), and State Bargaining Unit 19 (effective July 1, 2025, to June 30, 2028, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2026 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2026, of the 2026–27 fiscal year and the enactment of the Budget Act of 2026.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 2 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 9 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 13 (effective July 1, 2025, to June 30, 2027, inclusive), State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive), and State Bargaining Unit 19 (effective July 1, 2025, to June 30, 2028, inclusive), are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the memoranda of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2026, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2026 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 2 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 5 (effective July 1, 2024, to June 30, 2027, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 7 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 9 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 12 (effective July 1, 2023, to June 30, 2027, inclusive), State Bargaining Unit 13 (effective July 1, 2025, to June 30, 2027, inclusive), State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive), and State Bargaining Unit 19 (effective July 1, 2025, to June 30, 2028, inclusive), memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the memoranda of understanding has expired. For purposes of this section, the memorandum of

understanding for State Bargaining Unit 2 expires on June 30, 2028, the memorandum of understanding for State Bargaining Unit 5 expires on June 30, 2027, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2028, the memorandum of understanding for State Bargaining Unit 7 expires on June 30, 2027, the memorandum for State Bargaining Unit 9 expires on June 30, 2028, the memorandum of understanding for State Bargaining Unit 10 expires on July 1, 2027, the memorandum of understanding for State Bargaining Unit 12 expires on June 30, 2027, the memorandum of understanding for State Bargaining Unit 13 expires on June 30, 2027, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2028, and the memorandum of understanding for State Bargaining Unit 19 expires on June 30, 2028.

*(Amended (as amended by Stats. 2025, Ch. 26, Sec. 6.5) by Stats. 2025, Ch. 78, Sec. 5. (AB 138) Effective July 29, 2025.)*

**19829.9855.** (a) Notwithstanding Section 13340, for the 2027–28 fiscal year, if the Budget Act of 2027 is not enacted by July 1, 2027, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 2 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 9 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive), and State Bargaining Unit 19 (effective July 1, 2025, to June 30, 2028, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2027 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2027, of the 2027–28 fiscal year and the enactment of the Budget Act of 2027.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 2 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 9 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive), and State Bargaining Unit 19 (effective July 1, 2025, to June 30, 2028, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by these bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2027, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2027 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 2 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive), State Bargaining Unit 9 (effective July 1, 2025, to June 30, 2028, inclusive), State Bargaining Unit 10 (effective July 1, 2024, to July 1, 2027, inclusive), State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive), and State Bargaining Unit 19 (effective July 1, 2025, to June 30, 2028, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the applicable memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 2 expires on June 30, 2028, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2028, the memorandum of understanding for State Bargaining Unit 9 expires on June 30, 2028, the memorandum of understanding for State Bargaining Unit 10 expires on July 1, 2027, the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2028, and the memorandum of understanding for State Bargaining Unit 19 expires on June 30, 2028.

*(Amended (as amended by Stats. 2025, Ch. 26, Sec. 7.5) by Stats. 2025, Ch. 78, Sec. 6. (AB 138) Effective July 29, 2025.)*

**19829.9856.** (a) Notwithstanding Section 13340, for the 2028–29 fiscal year, if the Budget Act of 2028 is not enacted by July 1, 2028, for the memoranda of understanding entered into between the state employer and State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive) and State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive), there is hereby continuously appropriated to the Controller from the General Fund, unallocated special funds, including, but not limited to, federal funds and unallocated nongovernmental cost funds, and any other fund from which state employees are compensated, the amount necessary for the payment of compensation and employee benefits to state employees covered by the above memoranda of understanding until the Budget Act of 2028 is enacted. The Controller may expend an amount no greater than necessary to enable the Controller to compensate state employees covered by the above memoranda of understanding for work performed between July 1, 2028, of the 2028–29 fiscal year and the enactment of the Budget Act of 2028.

(b) If the memoranda of understanding entered into between the state employer and State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive) and State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive) are in effect and approved by the Legislature, the compensation and contribution for employee benefits for state employees represented by the bargaining units shall be at a rate consistent with the applicable memorandum of understanding referenced above, unless otherwise provided for by the Budget Act or other legislative enactment.

(c) Expenditures related to any warrant drawn pursuant to subdivision (a) are not augmentations to the expenditure authority of a department. Upon the enactment of the Budget Act of 2028, these expenditures shall be subsumed by the expenditure authority approved in the Budget Act of 2028 for each affected department.

(d) This section shall only apply to an employee covered by the terms of the State Bargaining Unit 6 (effective July 3, 2025, to July 2, 2028, inclusive) and State Bargaining Unit 16 (effective July 1, 2025, to July 1, 2028, inclusive) memoranda of understanding. Notwithstanding Section 3517.8, this section shall not apply after the term of the applicable memorandum of understanding has expired. For purposes of this section, the memorandum of understanding for State Bargaining Unit 6 expires on July 2, 2028, and the memorandum of understanding for State Bargaining Unit 16 expires on July 1, 2028.

*(Amended (as added by Stats. 2025, Ch. 26, Sec. 8) by Stats. 2025, Ch. 78, Sec. 7. (AB 138) Effective July 29, 2025.)*

**19830.** (a) The minimum and maximum salary limits for laborers, workers, and mechanics employed on an hourly or per diem basis need not be uniform throughout the state, but the appointing power shall ascertain and report to the department, as to each position, the general prevailing rate of the wages in the various localities of the state.

In fixing the minimum and maximum salary limits within the various localities of the state, the department shall take into account the prevailing rates of wages in the localities in which the employee is to work and other relevant factors, and shall not fix the minimum salary limits below the general prevailing rate so ascertained and reported for the various localities.

(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 1983, Ch. 1040, Sec. 17.)*

**19831.** (a) The department may authorize payments into a private fund to provide health and welfare benefits to nonpermanent employees in classes compensated in accordance with the provisions of Section 19830 where the department finds as to any position that:

(1) The payments by employers are the prevailing practice in comparable employment in the locality of the work and the payments are for the purpose of providing to employees specified benefits such as, but not limited to, hospital, medical, surgical, and life insurance, sick leave, vacation allowance, pensions, supplementary unemployment and disability compensation, and other similar or related health and welfare benefits, or any combination thereof.

(2) Participation in the benefits provided by the funds is not limited to state employees.

(3) The provisions of the plans which provide the benefits meet the standards established by the department.

(b) Payments made by the state to any fund on behalf of any employee shall be in lieu of benefits such as vacation allowance, sick leave, and retirement which are now or may hereafter be granted directly by the state in accordance with law.

(c) The department is empowered to determine the equitable application of this section to insure that the employees receive benefits comparable to, but not in excess of, those provided in comparable private employment.

(d) The payments authorized by this section shall be a proper charge against any funds available for the support of the employing agency.

(e) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 1983, Ch. 1040, Sec. 18.)*

**19832.** (a) After completion of the first year in a position, each employee shall receive a merit salary adjustment equivalent to one of the intermediate steps during each year when they meet the standards of efficiency as the department by rule shall prescribe.

(b) An employee who is excluded from the definition of "state employee" in subdivision (c) of Section 3513 shall be informed in writing of a merit salary adjustment denial 10 working days before the proposed effective date of the adjustment.

(c) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2024, Ch. 804, Sec. 1. (AB 1137) Effective January 1, 2025.)*

**19833.** (a) When the compensation of an employee is established at a fixed amount per unit of work with a maximum limit for the employee's total annual, monthly, or biweekly compensation as an alternative method of compensation for the salary fixed for the class, the department shall provide for annual increases in the maximum limit equal in amount and payable under the same conditions as for other employees.

(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if those provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2024, Ch. 52, Sec. 11. (AB 171) Effective July 2, 2024.)*

**19834.** (a) Automatic salary adjustments shall be made for employees in the state civil service in accordance with this chapter and department rule adopted pursuant hereto, notwithstanding the power now or hereafter conferred on any officer to fix or approve the fixing of salaries, unless there is not sufficient money available for the purpose in the appropriation from which the salary shall be paid and the director shall so certify.

(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2001, Ch. 364, Sec. 20. Effective September 27, 2001.)*

**19835.** (a) The right of an employee to automatic salary adjustments is cumulative for a period not to exceed two years and he or she shall not, in the event of an insufficiency of appropriation, lose his or her right to these adjustments for the intermediate steps to which he or she may be entitled for this period.

(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2001, Ch. 364, Sec. 21. Effective September 27, 2001.)*

**19835.5.** In submitting budgetary requirements to the Director of Finance, each appointing power shall carefully estimate and call attention to the need for money sufficient to provide for appropriate salary adjustments for the employees under his or her jurisdiction.

*(Added by Stats. 1981, Ch. 230, Sec. 55.)*

**19836.** (a) The department may authorize payment at any step above the minimum salary limit to classes or positions in order to meet recruiting problems, to obtain a person who has extraordinary qualifications, to correct salary inequities resulting from actions by the department or State Personnel Board, or to give credit for prior state service in connection with appointments, promotions, reinstatements, transfers, reallocations, or demotions. Other salary adjustments within the salary range for the class may be made upon the application of the appointing power and with the approval of the director. Adjustments within the salary range authorized by this section may be either permanent or temporary and may be made retroactive to the date of application for this change.

(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2001, Ch. 364, Sec. 22. Effective September 27, 2001.)*

**19837.** (a) Employees in a class shall receive a salary within the limits established for that class; provided, that when a position has been allocated to a lower class or the salary range or rate of pay of the class is reduced, the department may authorize the payment of a rate above the maximum of the class; and provided further, that when an employee is moved to a position in a lower class because of reductions in force or other management-initiated changes, the department may, when recommended by the appointing power, authorize the payment of a rate above the maximum of the class for such time as the department may designate to the employee whose service has been fully satisfactory, who has completed a minimum of 10 years of state service, and who meets other eligibility standards established by the department. "State service," for the purpose of this section, may include up to one year during which the employee was off the state payroll while laid off, or on leave of absence for the purpose of lessening the effect of

impending layoff or demotion. It is the responsibility of the employee to request credit for such time from the department. Such service shall not be credited for retirement purposes.

The department may, upon recommendation of the appointing power, apply the provisions of this section to employees who, prior to the effective date of the amendments to this section made at the 1971 Regular Session of the Legislature, moved to a position in a lower class because of reductions in force or other management-initiated changes, provided such employees have more than 30 years state service prior to the effective date of such amendments and were so demoted on July 1, 1968.

During such time as an employee's salary remains above the maximum rate of pay for his or her class, the employee shall not receive further salary increases.

(b) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Added by Stats. 1981, Ch. 230, Sec. 55.)*

**19838.** (a) When the state determines an overpayment has been made to an employee, it shall notify the employee of the overpayment and afford the employee an opportunity to respond prior to commencing recoupment actions. Thereafter, reimbursement shall be made to the state through one of the following methods mutually agreed to by the employee and the state:

(1) Cash payment or payments.

(2) Installments through payroll deduction to cover at least the same number of pay periods in which the error occurred. When overpayments have continued for more than one year, full payment may be required by the state through payroll deductions over the period of one year.

(3) The adjustment of appropriate leave credits or compensating time off, provided that the overpayment involves the accrual or crediting of leave credits (e.g., vacation, annual leave, or holiday) or compensating time off. Any errors in sick leave balances may only be adjusted with sick leave credits.

Absent mutual agreement on a method of reimbursement, the state shall proceed with recoupment in the manner set forth in paragraph (2).

(b) An employee who is separated from employment prior to full repayment of the amount owed shall have withheld from any money owing the employee upon separation an amount sufficient to provide full repayment. If the amount of money owing upon separation is insufficient to provide full reimbursement to the state, the state shall have the right to exercise any and all other legal means to recover the additional amount owed.

(c) Amounts deducted from payment of salary or wages pursuant to the above provisions, except as provided in subdivision (b), shall in no event exceed 25 percent of the employee's net disposable earnings.

(d) An administrative action shall not be taken by the state pursuant to this section to recover an overpayment unless the action is initiated within three years from the date of overpayment. If an overpayment involves leave credits, the date of overpayment is the date that the employee receives compensation in exchange for leave erroneously credited to the employee. For purposes of this section, leave hours are considered exchanged for compensation in the order they were credited.

(e) If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if the provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

*(Amended by Stats. 2016, Ch. 35, Sec. 12. (SB 848) Effective June 27, 2016.)*