

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 2
Subject: Salaries

Date: October 14, 2020

2.11 Out-of-State Pay Differential

Employees in the following classes that are headquartered out-of-state will receive a pay differential of \$346.00 per month:

<u>Schematic Code</u>	<u>Class Title</u>
AC05	Pest Prevention Assistant I
AC10	Pest Prevention Assistant II
AC15	Pest Prevention Assistant III

Margarita Gordus

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CAPS Bargaining Team Chair

Jacquelyn Sanders

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Principal Labor Relations Officer

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

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2.12 Lump Sum Leave Cash Out Upon Separation

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their leave balance, may ask the State to transfer a designated monthly amount from their cash payment into their existing IRC 457 (b) and/or IRC 401 (k) plan offered through the State's Savings Plus Program (SPP).
- B. If an employee does not have an existing IRC 457 (b) and/or IRC 401 (k) plan account, ~~he/she~~ they must enroll in the SPP and become a participant in one or both plans prior to ~~his/her~~ their date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual ~~differrals~~ deferrals.
- D. Employees electing to make such a transfer shall bear full tax liability, if any, for the leave transferred which exceeds the annual limits (e.g., "over-defers").
- E. Implementation, continuation and administration of the Defined Contribution Plans is expressly subject to and contingent upon compliance with the SPP's governing Plan document (which may at the State's discretion be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

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Article: 3
Subject: Leaves

Date: October 14, 2020

3.4 Bereavement Leave

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of ~~his/her~~ their parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, stepchild, brother, sister, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary employee due to the death of a grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her their home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.

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Jacquelyn Sanders

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Principal Labor Relations Officer

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3.6 Union Leave

CAPS shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CAPS representative. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provision in this CAPS Agreement. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

- A. A union leave shall assure an employee the right to ~~his/her~~ their former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- B. CAPS agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-one (31) percent of the affected employee's salary, for all the time the employee is off on a union leave. Billing shall be for actual time on leave.
- C. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.
- D. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
- E. Employees on a union leave shall suffer no loss of compensation or benefits.
- F. Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
- G. Employees on union leave under this provision and CAPS shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
- H. In the event an employee on a union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, CAPS agrees to indemnify and hold harmless the State of California or agencies thereof, from both Workers' Compensation Liability and any costs of legal defense incurred as a result of the filing of the claim.

Margarita Gordus

Signature: Margarita Gordus
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CAPS Bargaining Team Chair

Jacquelyn Sanders

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Principal Labor Relations Officer

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3.16 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once they have used an equal amount of personal time for these activities. Mentoring leave is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. Mentoring leave may not be used for travel to and from the mentoring location.
- B. An employee must use an equal number of hours of ~~his/her~~ their personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting mentoring leave. For example, if an employee requests two (2) hours of mentoring leave, they ~~he/she~~ must have used two (2) verified hours of ~~his/her~~ their personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.
- C. Prior to requesting mentoring leave and in accordance with the departmental policy, an employee shall provide ~~his/her~~ their supervisor with the verification of personal time spent mentoring from the mentoring program.
- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.
- E. In order to be eligible for mentoring leave, an employee must:
 - 1. Have a permanent appointment;
 - 2. Have successfully completed their initial probationary period; and
 - 3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more.

Department management may make exceptions to the one school year commitment based on the mentoring program that is selected.)

- F. An employee is not eligible to receive mentoring leave if:
1. ~~He/she is~~ They are assigned to a "post" position in the California Department of Corrections and Rehabilitation; or
 2. ~~He/she~~ They works in a level of care position in the Departments of Developmental Services, State Hospitals, Education, and Veterans Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a pro-rated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this Section shall be handled in accordance with the Complaint procedure specified in Article 9 of this Contract.

Margarita Gordus

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Principal Labor Relations Officer

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Exclusive Representative: CAPS
Article: 5
Subject: Health and Welfare

Date: October 14, 2020

5.4 Employee Injury on the Job

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. The employee's choice of physician shall be honored in accordance with applicable state law.
- B. An employee who is directed by ~~his/her~~ their supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for ~~his/her~~ their full shift.
- D. The State shall not use the Department of Industrial Relations' Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from ~~his/her~~ their normal work assignments.

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5.11 Accidental Death/Dismemberment Benefits – Department of Fish and Wildlife

- A. In addition to the benefits described in Labor Code Sections 4701 and 4702, effective July 1, 1999, the Department of Fish and Wildlife (DFW) agrees to provide \$50,000.00 air travel insurance for Unit 10 employees in the classes listed below required to fly as a passenger in other than regularly scheduled passenger aircraft to fulfill ~~his/her~~ their work duties.

Schem Code	Class Title
BH70	Environmental Scientist
BH74	Senior Environmental Scientist (Specialist)
IC61	Assistant Industrial Hygienist
IC62	Associate Industrial Hygienist

- B. The benefit is payable to the employee, employee estate or ~~his/her~~ their designated beneficiary in the event of accidental death or dismemberment.
- C. In the event of a dispute regarding appropriate designated beneficiaries, the life insurance benefit shall not be paid until the disputants legally verify that they have settled the dispute or a court of competent jurisdiction resolves the matter for the parties.

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5.14 Organ and Bone Marrow Donation

In accordance with Government Code Section 19991.11, employees who donate organs or bone marrow are eligible for paid leave. The following leave is extended to those employees who become an organ or bone marrow donor:

- A. Employees who donate an organ(s) to another person shall be granted up to thirty (30) workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be granted up to five (5) work days of paid leave (Donor Leave) in any one year period.
- B. The one-year period is the twelve (12) month period measured forward from the date an employee's first leave begins.
- C. The one-year period for an organ donor is separate from the one-year period for bone marrow donation.
- D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
- E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
- F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
- G. Donor Leave taken for donations is not a break in continuous service, related to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
- H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or vacation/annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
- I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick leave, vacation, annual, personal, CTO, Family Medical, catastrophic, and medical leave.


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J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave, and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to ~~his~~ his or their former position.

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Principal Labor Relations Officer










CAPS Counter Roll Overs - Oct 14 2020 (2.11 + Gender Neutral)

Final Audit Report

2020-11-18

Created:	2020-11-12
By:	Bianca Petzold [REDACTED]
Status:	Signed
Transaction ID:	CBJCHBCAABAA5fLglsAJ5z1AdjgVollViVGIVyzLpSg1

"CAPS Counter Roll Overs - Oct 14 2020 (2.11 + Gender Neutral)" History

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-  Document emailed to Margarita Gordus [REDACTED] for signature
2020-11-12 - 9:03:13 PM GMT
-  Email viewed by Margarita Gordus [REDACTED]
2020-11-12 - 9:04:25 PM GMT- IP address: 174.222.3.85
-  Document e-signed by Margarita Gordus [REDACTED]
Signature Date: 2020-11-12 - 9:06:31 PM GMT - Time Source: server- IP address: 174.222.3.85
-  Document emailed to Jacquelyn Sanders [REDACTED] for signature
2020-11-12 - 9:06:33 PM GMT
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-  Email viewed by Jacquelyn Sanders [REDACTED]
2020-11-18 - 0:06:21 AM GMT- IP address: 104.47.64.254
-  Document e-signed by Jacquelyn Sanders [REDACTED]
Signature Date: 2020-11-18 - 0:11:05 AM GMT - Time Source: server- IP address: 99.0.6.95
-  Agreement completed.
2020-11-18 - 0:11:05 AM GMT