

# CAPS ROLL OVER

**Bargaining Unit:** 10

**Date:** November 12, 2020;  
1:53PM

**Exclusive Representative:** CAPS

**Article:** 3

**Subject:** Leaves

## 3.3 Family Medical Leave Act (FMLA)

- A. An eligible employee, as defined by FMLA regulations, shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA.
- B. Employees shall be entitled to leave up to a total of 12 weeks for the current calendar year in accordance with FMLA regulations.

Margarita Gordus

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Margarita Gordus (Dec 2, 2020 08:23 PST)

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CAPS Bargaining Team Chair

Jacquelyn Sanders

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Principal Labor Relations Officer

# CAPS PROPOSAL

**Bargaining Unit:** 10

**Date:** November 12, 2020;  
2:02PM

**Exclusive Representative:** CAPS

**Article:** 3

**Subject:** Leaves

## 3.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
  - 1. Union activity;
  - 2. For temporary incapacity due to illness or injury;
  - 3. To be loaned to another governmental agency for performance of a specific assignment;
  - 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
  - 5. Education; ~~or~~
  - 6. Research project; or
  - 7. Personal or family matters.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.
- F. Upon request by the employee, a leave of absence may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the termination.

Margarita Gordus

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# CAPS PROPOSAL

**Bargaining Unit:** 10

**Date:** November 12, 2020;  
2:08PM

**Exclusive Representative:** CAPS

**Article:** 3

**Subject:** Leaves

## 3.19 Voluntary Personal Leave Program (VPLP)

The State shall continue a Voluntary Personal Leave Program (VPLP) for all unit employees. Employees may voluntarily participate in the Personal Leave Program on a continuing basis.

- A. Each full-time employee subject to paragraph B shall be able to enroll and be credited with either eight (8), sixteen (16), or twenty-four (24), hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the VPLP.
- B. Each full-time employee participating in the VPLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 4.62% (one (1) day), 9.23% (two (2) days), or 13.85% (three (3) days) based upon enrollment level selected. In exchange for the corresponding credit eight (8) hours (4.62%) (one (1) days), sixteen (16) hours (9.23%)(two (2) days), or twenty-four (24) hours (13.85%)(three (3) days) of leave will be credited to the employee's VPLP monthly.

~~Beginning April 1, 2011, there will be a sixty (60) day window for employees currently participating in the VPLP to modify their participation or to opt out of the program.~~

Modifications (including resuming or ending) to an employee's VPLP election can be done on a quarterly basis, except as otherwise authorized in Section 3.23.

- C. Voluntary Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Voluntary Personal Leave must be submitted in accordance with departmental policies on vacation and annual leave. Voluntary Personal Leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).
- D. An employee may accumulate no more than 240 hours of VPLP. When an employee reaches 240 hours of Voluntary Personal Leave or would exceed 240 hours of Voluntary Personal Leave with further accumulation, ~~he/she they~~ shall be removed from the VPLP. When an employee is removed from the VPLP, ~~he/she they~~ may not participate for a minimum of 12 months and ~~he/she is they are~~ not eligible to re-enroll until ~~his/her their~~ balance is reduced to a maximum of 120 hours.
- E. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner

as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as compensation for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued Personal Leave. Upon retirement/separation, the cash value of the employee's Personal Leave balance may be transferred into a State of California Department of Human Resources Defined Contribution plan as permitted by federal and state law.

- F. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the VPLP.
- G. A State employee in the VPLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits ~~he or she~~ they would have received had the employee not participated in the VPLP.
- H. Participation in the VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- I. Participation in the VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the ability to supplement those benefits with paid leave.
- J. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- K. The VPLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- L. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- M. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the VPLP for that month.

Margarita Gordus

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Principal Labor Relations Officer

# CAPS PROPOSAL

**Bargaining Unit:** 10

**Date:** November 12, 2020;  
2:48PM

**Exclusive Representative:** CAPS

**Article:** 13

**Subject:** General Provisions

## 13.7 Non-Discrimination

- A. The State and CAPS agree that neither party will discriminate against or harass any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, genetic information, marital status, physical ~~handicap~~ or mental disability, medical condition, sexual orientation, gender, gender identity, gender expression, political affiliation, military or veteran status, or any protected category characteristic covered under applicable state and federal employment laws and agree to take such action as necessary to assure that this purpose is achieved.
  
- B. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 9 of this Agreement.

Margarita Gordus

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Principal Labor Relations Officer

# CAPS ROLL OVER (Gender Neutral Considerations)

**Bargaining Unit:** 10

**Date:** November 12, 2020;  
1:54PM

**Exclusive Representative:** CAPS

**Article:** 14

**Subject:** Health and Safety

## 14.1 Health and Safety Committees

- A. The parties agree that Joint CAPS/Management Health and Safety Committees are appropriate in many areas of State employment. At CAPS request, each department shall establish at least one Joint CAPS/Management Health and Safety Committee. Additional Joint CAPS/Management Health and Safety Committees may be established as appropriate for the larger departments.
- B. Joint CAPS/Management Health and Safety Committees may consist of no more than one representative in the area served by each Joint CAPS/Management Health and Safety Committee. The State may appoint an equal number of State representatives.
- C. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.
- D. Employees appointed to serve on the Committee shall serve without loss of compensation.
- E. When an employee in good faith believes that ~~he/she is~~ they are being required to work where a clear and present danger exists, ~~he/she~~ they will so notify ~~his/her~~ their supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with ~~his/her~~ their assigned duties. If CAPS or the employee still believes the unsafe condition exists, CAPS or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure contained in Article 9.
- F. To the extent permitted by law, all copies of employee occupation injury reports will be furnished to the appropriate Joint CAPS/Management Health and Safety Committee and remain confidential.

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Principal Labor Relations Officer

# CAPS PROPOSAL

**Bargaining Unit:** 10

**Date:** November 12, 2020;  
2:56PM

**Exclusive Representative:** CAPS

**Article:** 19

**Subject:** Miscellaneous

## 19.8 Workplace Violence and Bullying Prevention

Each department shall establish, implement, and maintain a Workplace Violence and Bullying Prevention Program. The program shall be in writing and distributed and/or made available to all employees.

The parties agree that the model Workplace Violence and Bullying Prevention Program will be updated during the term of this Contract to include the definition of "abusive conduct," consistent with Government Code Section 12950.1, and that "abusive conduct" is also known as "bullying."

Margarita Gordus

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