

**Side Letter of Agreement
California Association of Professional Scientists and
the State of California**

Bargaining Unit: 10

Date: February 24, 2021

Exclusive Representative: CAPS

This Agreement is a Side Letter to the current Memorandum of Understanding (MOU) dated July 1, 2018 through July 1, 2020, between the California Association of Professional Scientists (CAPS) and the State of California (State).

CAPS and the State recognize the importance of COVID-19 contact tracing, and the impact contact tracing assignments have on State Scientists. This Side Letter is intended to address and mitigate any adverse impact caused by these assignments.

With respect to contact tracing for all departments, CAPS and the State do hereby agree as follows:

1. Return Rights to Original Assignment

Employees selected for contact tracing assignments shall be returned to their original assignment at the conclusion of their contact tracing assignment.

An employee may request to end their contact tracing assignment and return to their original assignment; however, the request will only be considered for the following reasons:

- a. Medical needs/caregiver needs of the employee or employee's immediate family when an accommodation cannot be made on the contact tracing assignment;
- b. To accommodate employees who have children distance learning when an accommodation cannot be made on the contact tracing assignment; or
- c. The contact tracing supervisor believes the contact tracing assignment is not a good fit and should end.

Requests made before being assigned to a local health agency shall be sent to the employee's originating department. Requests made after being assigned to a local health agency shall be sent to the California Department of Public Health (CDPH).

Requests shall receive a response within ten (10) working days, and if denied, shall be in writing stating the reason for the denial. If the employee disagrees with the decision for the reasons #1a and #1b above, the employee may file a grievance as described in the Resolution Process below.

It shall not be a negative reflection for the employees who are returned to their original assignment.


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2. Training

Upon request, and with contact tracing supervisor's concurrence, an employee on a contact tracing assignment shall be allowed to retake any portion of training and take any updated training for the Contact Tracing Program.

3. State Equipment

Pursuant to Section 6.3 of the CAPS MOU, the State shall provide equipment that is necessary for the contact tracing assignment.

While on contact tracing assignment, employees will be subject to their original department's policy regarding use of state equipment and CDPH's policy for contact tracing software programs.

4. Performance Appraisal

Upon request of an employee, they shall be given a performance appraisal by CDPH upon completion of their contact tracing assignment, regardless of the length of the contact tracing assignment.

If an employee performs work for both the Contact Tracing Program and their originating department, any resulting Performance Appraisal provided by their originating department will consider both work assignments.

5. Seniority

Employees on contact tracing assignments shall continue to accrue departmental seniority.

6. Work from Originating Department

Once assigned to a local health agency, and upon mutual agreement between the originating department and the Contact Tracing Program, employees may be assigned duties from their originating department. Assignment of duties from the originating department and existing contract tracing duties shall not exceed fulltime work, unless the employee is eligible for overtime and is willing to accept overtime work.

7. No Loss of Compensation

Except for PLP 2020, no employee on contact tracing assignment shall suffer any financial loss due to their selection for contact tracing duties, including but not limited to, loss of any differential, bonus, incentive, or commission.

8. Bilingual Pay for Contract Tracing Assignments

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Those employees assigned to CDPH's Contact Tracing Program will be eligible for the monthly Bilingual Pay differential (currently PD 14) in accordance with the following criteria:

- CDPH identifies a need for bilingual skills.
- An employee self-certifies that they are proficient in conversational language.
- Upon CDPH approval, the bilingual skills can be utilized by the employee (without testing).
- CDPH will provide sufficient documentation to the original department of the employee to process the pay.
- If CDPH receives complaints about the proficiency of the bilingual skills being utilized, CDPH can determine if the employee continues in the bilingual role or tests the employee (through CDPH's regular bilingual testing process).
 - The employee will continue to receive the pay differential throughout the testing process if CDPH requires the use of the skill.
 - If employee does not pass the test, the bilingual pay will immediately cease.
- If CDPH no longer needs the bilingual skills, the employee will be provided a 14-calendar day notice that the bilingual skills will be discontinued with the beginning of the next pay period.
- For existing Contact Tracing employees as of the date of this agreement, this provision is retroactive to July 1, 2020. Employees who have been utilizing their bilingual skills, and CDPH has authorized the use of those skills, upon receipt of the self-certification, the employee will be approved for retroactive payment. CDPH will coordinate the bilingual approval and payment activity with the original department.
- Employees assigned contact tracing duties after this agreement takes effect shall be eligible for bilingual pay in accordance with the criteria above and retroactive pay may not exceed 30 calendar days from date of self-certification and management approval.

9. Duration of Contact Tracing Program

The COVID-19 Contact Tracing Program will continue until the termination is declared by the Governor's Office or CDPH.

10. Resolution Process

Any grievances concerning the terms of this Side Letter shall be initiated at the department level and addressed to the CDPH Labor Relations Office, in accordance with Article 9 of the CAPS MOU.

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Upon request of either party, the Union and the State agree to meet within thirty (30) calendar days to resolve any additional issues arising out of the Contact Tracing Program.

Signature: Kristine Rodrigues
Kristine Rodrigues (Feb 24, 2021 11:00 PST)

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Kristine M. Rodrigues Date
Assistant Chief
CalHR Labor Relations Division

Signature: Margarita Gordus
Margarita Gordus (Feb 24, 2021 11:04 PST)

Email: margarita.gordus@wildlife.ca.gov

Margarita Gordus Date
Bargaining Chair
CAPS

Signature: Kristanna Rivera
Kristanna Rivera (Feb 24, 2021 11:03 PST)

Email: kristanna.rivera@cdph.ca.gov

Kristanna Rivera Date
Deputy Director
Human Resources Division
California Department of Public Health