

## Management Counter Proposal

**Bargaining Unit: 10**

**Date: May 5, 2021; 2:30PM**

**Exclusive Representative: CAPS**

**Article: 5**

**Subject: 5.13 Health Promotion Activities**

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.
- B. Departments may, based on operational needs, allow employees up to one full-hour of administrative time-off (ATO) per month, to participate in State-sponsored on-site health promotion activities. On- site may include events sponsored on a virtual platform.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the worksite: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and COVID-19, flu and/ or other immunizations.

Jun 15, 2021

**Signature:** Margarita Gordus  
Margarita Gordus (Jun 15, 2021 15:37 PDT)

**Email:** [REDACTED]

CAPS Bargaining Team Chair

Jun 15, 2021

**Signature:** Jacquelyn Sanders  
Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

**Email:** [REDACTED]

Principal Labor Relations Officer

# Management Proposal

**Bargaining Unit: 10**

**Date: May 5, 2021; 2:35PM**

**Exclusive Representative: CAPS**

**Article: 10**

**Subject: Representational Rights**

## 10.2 Access

CAPS representatives or staff may have access to employees, in person or virtually, if the equipment used for the virtual meeting is available and utilized as a normal part of the employee's duties. Such access is to represent them pursuant to Section 10.1.A above. Access shall not interfere with the work of the employees. CAPS representatives or staff seeking access to employees must notify the department head or designee in advance of the visit. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, or patient care including patient privacy; however, where access is restricted, other reasonable accommodations shall be made.

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Principal Labor Relations Officer

## Management Proposal

**Bargaining Unit: 10**

**Date: May 5, 2021; 2:31PM**

**Exclusive Representative: CAPS**

**Article: 10**

**Subject: Representational Rights**

### **10.7 Employee Time Off**

Employees shall be entitled to reasonable time off without loss of compensation to confer with a CAPS representative on representational matters at the work site or virtually if the equipment used for the virtual meeting is available and utilized as a normal part of the employee's duties. Such meetings shall be in accordance with Section 10.2 above during work hours, subject to approval of the employee's supervisor.

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Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

**Email:** [REDACTED]

Principal Labor Relations Officer

## Management Rollover Proposal

**Bargaining Unit: 10**

**Date: January 27, 2021;  
3:38PM**

**Exclusive Representative: CAPS**

**Article: 11**

**Subject 11.1 Organization Securities**

- A. The State agrees to deduct and transmit to CAPS all membership dues authorized on a form provided by CAPS.
- B. The State and CAPS agree that a system of authorized dues deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.8, subject to the following provisions:
  - 1. Pursuant to Government Code sections 3513(i) and 3515, a written authorization for CAPS membership dues deductions in effect on the effective date of this Agreement or thereafter submitted shall continue in full force and effect during the term of this Agreement; provided, however, that any employee may withdraw from CAPS membership by sending a signed withdrawal letter to CAPS and a copy to the Controller's Office within thirty (30) calendar days prior to the expiration of this Agreement
  - 2. CAPS agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.
- C. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance procedure contained in Article 9 of this Agreement.

Jun 15, 2021

**Signature:** Margarita Gordus  
Margarita Gordus (Jun 15, 2021 15:37 PDT)

**Email:** [REDACTED]

CAPS Bargaining Team Chair

Jun 15, 2021

**Signature:** Jacquelyn Sanders  
Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

**Email:** [REDACTED]

Principal Labor Relations Officer

# Management Counter Proposal

**Bargaining Unit: 10**

**Date: December 16, 2020; 10:23AM**

**Exclusive Representative: CAPS**

**Article: 15**

**Subject: Career Development**

## 15.6 Professional Papers

- A. Upon prior approval of the department head or designee, the State may provide a Unit 10 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This Section is not grievable under the grievance provisions.
- D. ~~Signature credit shall be given to~~ Employees who author or co-author any scientific research document and/or professional paper shall be credited as authors.
- E. The department head or designee shall respond to the employee's request for research, preparation and presentation of professional papers within thirty (30) days from the date the request was received.

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Jun 15, 2021

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Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

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Principal Labor Relations Officer

# CAPS ROLL OVER

**Bargaining Unit:** 10

**Date:** April 7, 2021;  
2:40PM

**Exclusive Representative:** CAPS

**Article:** 5

**Subject:** Health and Welfare

## 5.7 FlexElect Program

### A. Program Description

1. The State agrees to provide a flexible benefits program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subjected to all applicable state and federal laws and related administrative provisions adopted by CalHR.
2. Employees who have qualifying group health and/or dental coverage from another source and who meet the eligibility criteria in Section B will be eligible to enroll into a Cash Option Program (a monthly cash payment) in lieu of health and/or dental coverage under the FlexElect Program.
3. Employees who meet the eligibility criteria in Section B will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

### B. Employee Eligibility

1. All eligible employees must have a permanent appointment with a time base of half time or more, or if in a limited-term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position (not permanent intermittent).
2. Permanent Intermittent (PI) employees shall only participate in the Cash Option and will be eligible to receive a six month cash payment for the first control period of each Plan Year. PIs choosing the Cash Option will qualify if they meet all of the following criteria:
  - a. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling.
  - b. Must have a PI appointment which is effective January 1 through June 30 of the Plan Year for which they are enrolling.
  - c. Must be paid for at least 480 hours worked during the January through June control period of the Plan Year for which they are enrolling.
  - d. Must have submitted an enrollment application during the FlexElect Open Enrollment Period or as newly eligible.

### C. This Section is not grievable or arbitrable.

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Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

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Principal Labor Relations Officer

# CAPS ROLL OVER PROPOSAL

**Bargaining Unit:** 10

**Date:** April 7, 2021;  
4:01PM

**Exclusive Representative:** CAPS

**Article:** 2

**Subject:** Salaries

## 2.3 Night Shift Differential

Unit 10 employees who regularly work shifts shall receive a night shift differential as set forth below:

- A. Employees shall qualify for the first night shift pay differential of 40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
- B. Employees shall qualify for the second night shift pay differential of 50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
- C. A "regularly scheduled work shift" is regularly assigned work hours established by the department director or designee.

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Principal Labor Relations Officer



# CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

**Bargaining Unit:** 10  
**Exclusive Representative:** CAPS  
**Article:** 18  
**Subject:** Permanent Intermittent Appointments

**Date:** 5/12/2020

## 18.1 Permanent Intermittent Appointments

- A. An “intermittent” position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the fulltime work schedule. An intermittent employee may work up to 1,500 hours in any calendar year based upon SPB rule. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- B. Each department may establish an exclusive pool of intermittent employees based upon operational need.
- C. Each department will endeavor to provide intermittent employees reasonable advance notice of their work schedule.
- D. Upon mutual agreement, a department head or designee may grant an intermittent employee a period of nonavailability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of nonavailability may be revoked based on operational needs. An employee on nonavailable status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. An intermittent employee will become eligible for leave credits in the following manner:
  1. Sick Leave.  
An intermittent employee in Bargaining Unit 10 will be eligible for eight (8) hours of sick leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. An intermittent employee shall not be removed from scheduled work hours because ~~he/she is~~ they are on sick leave.
  2. Vacation Leave.  
An intermittent employee will be eligible for vacation leave credit with pay as defined in Section 3.1, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, an employee will be eligible for vacation credit with pay in accordance with the schedule in Section 3.1, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is lack of work, a department head or designee may:



- a. Pay the employee in a lump sum payment for accumulated vacation leave credits; or
- b. Schedule the employee for vacation leave; or
- c. Allow the employee to retain ~~his/her~~their vacation credits; or
- d. Effect a combination of a, b or c above.

3. Annual Leave.

A permanent intermittent employee will be eligible for annual leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

- a. Pay the permanent intermittent employee in a lump sum payment for accumulated annual leave credits; or
- b. By mutual agreement, schedule the permanent intermittent employee for annual leave; or
- c. Allow the permanent intermittent employee to retain ~~his/her~~their annual leave credits; or
- d. Effect a combination of a, b, or c, above.

Permanent intermittent employees will be subject to the provisions of Article 3.13 (Annual Leave).

4. Holidays.

An intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with CalHR rules.

5. Bereavement Leave.

An intermittent employee may only be granted bereavement leave if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days.

6. Jury Duty.

An intermittent employee may only be granted jury duty leave if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. An intermittent employee shall not be removed from scheduled work hours because ~~he/she/they are~~is on jury duty.

7. Non-industrial Disability Leave.

Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay

