

CAPS PROPOSED ROLL OVER

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

Date:

2.16 Range Change Deferral

If eligible, employees shall receive, upon movement to an alternate range, the salary and MSA provided in the Alternate Range Criteria for the class. If there are no specific salary regulations provided in the Alternate Range Criteria, the employee shall receive the salary and MSA as provided in Salary Rule 599.681.

Employees, at their discretion, who are eligible for a range change may defer their range change up to three (3) qualifying pay periods in order to coincide the range change with the effective date of the MSA.



CAPS PROPOSED ROLL OVER

Bargaining Unit: 10

Date:

Exclusive Representative: CAPS

Article: 6

Subject: Business and Travel Expenses – Allowances and Reimbursements

6.6 License Renewal Fees

The State agrees to reimburse permanent full-time employees who are required by law to maintain a license or certification as a condition of employment for the actual cost of the license renewal fees in effect on July 1 of each year of this Agreement.

It is understood that if any additional classes of Unit 10 employees are required to maintain a license or certification during the term of the Agreement, any required fees shall be paid by the State.

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 8
Subject: Retirement

Date:

Article 8 – Retirement

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to CalHR's level.



CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 8
Subject: Retirement

Date:

8.6 Enhanced Industrial Retirement

The State agrees to provide enhanced industrial disability benefits as described in Government Code Section 20047 when a Unit 10 scientist has been injured as a result of a violent act by a patient or client in a forensic facility.



CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 19
Subject: Miscellaneous

Date:

19.9 CalEPA Relocation and Transportation Agreement

Except as otherwise specified, this section shall apply only to those employees headquartered in the CalEPA Building located at 1001 I Street in Sacramento, California.

A. Telecommute Policy.

The CalEPA Telecommute Policy shall be implemented and available to all scientists throughout the State employed by CalEPA.

B. Commute Mitigation

1. Alternate Transportation Support – The State and CAPS agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
2. Incidental Use Parking – CalEPA shall develop an “Incidental Use Parking Program” for employees who use alternate means of transportation to commute to and from work. Upon 24 hours’ notice, employees who self-certify that they are using alternate transportation to commute to and from work at least three times per week, shall be eligible to park for up to two days per pay period in a CalEPA paid parking space set aside for this purpose.
3. Guaranteed Ride Home Program – This program exists through the Sacramento Transportation Management Association. This program allows employees who use alternative transportation at least three times per week to obtain transportation in the case of emergency or unanticipated approved overtime that precludes the use of their regular ride home. Eligible employees may use the program up to six times in a 12-month period. All CalEPA boards, departments and offices will maintain membership in this organization in order to provide this benefit to all qualifying employees.

C. Parking

1. Parking Lot Waiting List – For purposes of allocating available parking spaces to CalEPA employees who were not assigned a lottery number on August 3, 2000, the following priority order shall be used after September 1, 2000: 1) disabled, 2) car/vanpools and shared permits with at least two CalEPA employees, and 3) all others, on a first come first served basis, without exceptions.
2. Waiting List Status Reports – Upon request of the exclusive representative for any of its affected bargaining units, CalEPA shall provide reports describing: 1) the number of parking permits available by lot, 2) the number of permits issued, and 3) the number of employees on the waiting list of each lot.

3. Parking - It is understood that the State will not subsidize employee parking.

D. Bicycle Transportation

1. Bicycle Storage Fee Reimbursement – Employees charged a bicycle storage fee shall be eligible for reimbursement of \$15.00 per month from when the employee relocates to the CalEPA building. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures for the administration of this benefit.
2. Bicycle Storage Assignments – Bicycle storage shall be assigned based on commute days, by lottery numbers, and in accordance with the following priority: 1) five days per week, 2) four days per week, and 3) three days per week. CalEPA shall notify each bicyclist of storage arrangements beginning October 1, 2000. Advance acceptance of the storage assignment may be submitted to appropriate administrative officials. After assignments are final at each bicycle storage area, each employee may then request to be placed on a waiting list for specific bicycle storage areas. Placement on a waiting list shall be based on a first come, first served basis. Upon satisfactory proof of the need for such accommodation, bicycle commuters who require special needs accommodations shall have priority over all others commuting the same number of days per week.

The CalEPA Bicycle Storage Area is not scheduled to be available for parking until December 2000. Employees with permits may either park bicycles in general work areas of a CalEPA sponsored Pilot Project, or use available bicycle storage facilities located at 901 P Street, or any other state building.

3. City Storage Fee Reimbursement – Employees who commute to and from work by bicycle at least three days per week shall be eligible for reimbursement of the fee charged by the City for bicycle parking until the bicycle storage facilities in the new building are available for use, and afterwards, if the facilities in the new building are fully utilized.

E. Clothing Lockers

1. Priority assignment shall be given to employees who commute by bicycle or on foot by lottery number and in accordance with the following priority: 1) five days per week, 2) four days per week, 3) three days per week. Employees who commute to and from work by bicycle or on foot who were not assigned a lottery number, shall be assigned available clothing lockers in accordance with the same priority and on a first-come, first-served basis. Employees requiring a clothes locker to meet special needs accommodations shall be assigned a clothes locker upon satisfactory proof of the need for such accommodation. All other clothing lockers shall be utilized on a first-come first-served basis.

F. Safety Committee

CalEPA agrees to establish a Safety Committee to review and discuss safety issues and concerns applicable to the employees of CalEPA and its Boards, Departments and Offices (BDO) located at the CalEPA Headquarters building at 1001 I Street in Sacramento. The Committee shall meet quarterly and participants shall include the safety officer from each BDO and one representative from each Bargaining Unit willing to participate. The Committee shall establish Bylaws that may or may not be based on

any such existing committees, so long as they are not in conflict with the Memoranda of Understanding for each participating Bargaining Unit.

G. Building Card Key Costs

Employees are responsible for their business card keys. Except in cases of loss and/or damage due to negligence, business card keys will be replaced at no cost to employees up to two times per year.

H. Implementation

Where necessary, CalEPA shall develop procedures to implement any of the above programs.



CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 19
Subject: Miscellaneous

Date:

19.12 Excess Leave Balance Committee

CAPS and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations on reducing the excess leave balances of Bargaining Unit 10 employees.

The Committee shall consist of two (2) Bargaining Unit 10 employees selected by CAPS, and an equal number of management representatives. Committee members and subject matter experts shall serve without loss of compensation.

The Committee by mutual agreement shall determine its meeting schedule, ground rules, and agenda.

The Committee recommendations shall be considered by management as a management tool and are advisory in nature.

This section shall not be subject to the grievance and arbitration procedure.



CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 20
Subject: Entire Agreement and Duration

Date:

20.1 Entire Agreement

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsection B below.

- B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement. The parties recognize that during the term of this Agreement it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CAPS of the proposed change 30 days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 10, when all three of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 10.
2. Where the subject matter of the change is within the scope of representation pursuant to the Dills Act.
3. Where CAPS requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Dills Act.



CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 1
Subject: Recognition

Date:

1.1 Recognition

- A. Pursuant to Public Employment Relations Board (PERB) decision S-SR-10, the State recognizes CAPS as the exclusive negotiating agent for all employees in Bargaining Unit 10.
- B. Pursuant to Government Code Sections 19815.4 and 3517, CAPS recognizes the Director of the California Department of Human Resources or ~~his/her~~ their designee as the negotiating representative for the State and shall negotiate exclusively with the Director or ~~his/her~~ their designee, except as otherwise specifically spelled out in the Agreement.
- C. At such time that the State employer designates a position as confidential pursuant to Government Code Section 3513(f), the State shall mail a notice to CAPS of the confidential designation. CAPS shall have fifteen (15) calendar days after the mailing of such notice to protest the State's action. If CAPS elects to protest, the State shall meet-and-confer with CAPS in an effort to reach agreement. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution. If CAPS does not protest within the 15-day notice period, the confidential designation of a position shall be deemed agreeable to the parties and PERB shall be so advised.



CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 3
Subject: Leaves

Date:

3.11 Work and Family Program – Transfer of Leave Credits Between Family Members

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday credit) may be transferred between family members (donations may be made by a child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household) in accordance with departmental policies, under the following conditions:

- A. To care for the family member's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or for a parental leave to care for a newborn or adopted child.
- B. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain the following:
 1. The date, if known, on which the serious health condition commenced;
 2. The probable duration of the condition;
 3. An estimate of the amount of time that the health provider believes the employee needs to care for the child, parent, spouse or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household;
 4. A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household.

For the employee's own serious health condition, the certification shall also contain a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of ~~his or her~~ their position.

- C. Sick leave credits cannot be transferred.
- D. The receiving employee has exhausted all leave credits.
- E. The donations must be a minimum of one (1) hour and in whole hour increments thereafter.
- F. The donating employee must maintain a minimum balance of 80 hours of paid leave time.
- G. Transfer of leave credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- H. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.
- I. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.
- J. This section is not subject to the grievance and arbitration article of this Contract.



CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date:

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.6 Duty Officer – Department of Toxic Substances Control

- A. The after-hours Emergency Response Duty Officer (ERDO) Program is staffed by Environmental Scientist, Range C, and/or Senior Environmental Scientist (Specialist) volunteers from the Emergency Response Program, and if there are insufficient ERDO unit volunteers, other qualified DTSC volunteers based upon the volunteers' current job assignment, background, skills, experience, and training. The ERDO assignment involves responding to telephone calls received from the Governor's Office of Emergency Services or from other government agencies for the purpose of taking immediate corrective actions necessary to remedy or prevent an emergency resulting from fire, explosion, release, or potential release of hazardous substances that threaten human health or the environment. This activity includes, but is not limited to, approving expenditures of State funds, providing technical guidance, and coordinating emergency responses.
- B. ASSIGNMENT:
1. On a seven consecutive day rotational basis, an ERDO volunteer will serve as primary contact during non-regular work hours and will be available by telephone at all times during the assignment as ERDO. A period of less than seven days may be assigned at the ERDO's request due to extreme and unusual conditions.
 2. Those ERDO volunteers not acting as primary ERDO will act as backup contacts, if available, in the event the primary ERDO cannot be reached or is unable to carry out the duties of the assignment. The non-regular work hours that will be covered by the ERDO include weekdays from 5:00 pm to 8:00 am, with 24-hour coverage on weekends and days the office is closed during normal workdays, holidays, and/or emergencies.
- C. COMPENSATION:
1. Effective upon ratification of this Agreement, ERDO volunteers shall receive a baseline compensation of one (1) hour of paid at time and a half for each weekday period (5 pm to 8 am), and 3.5 hours of paid at time and a half for each day (24 hours) on the weekend for a total of 12 hours paid at time and a half per week.
 2. Any compensation for time spent acting as ERDO for less than a full weekday or weekend period shall be pro-rated on these baseline rates.
 3. An after-hours ERDO working on a holiday shall receive an additional four (4) hours paid at time and a half.

4. In addition to the baseline compensation of 12 hours per week, employees shall receive a minimum of two (2) hours paid at time and a half per incident handled. Time exceeding two hours will be compensated with pay at time and a half for each quarter hour increment. DTSC will compensate with pay paid at time and a half unless management and the employee agree on compensating time off (CTO).
5. When an ERDO volunteer determines ~~he/she~~they needs rest during regular work hours, the ERDO volunteer may request up to four (4) hours administrative time off to be granted at the supervisor's discretion.



CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date:

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.9 Arduous Duty Differential for FLSA Exempt Employees

The State shall establish an “arduous pay” program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee’s classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

Requests for arduous pay shall be made to the California Department of Human Resources (CalHR) on a case-by-case basis by the employing department. CalHR shall evaluate said requests based on whether it satisfies all of the following:

A. Non-negotiable Deadline or Extreme Urgency

The work must have a deadline or completion date that cannot be controlled by the employee or ~~his/her~~their supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for ~~his/her~~their work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.

B. Work Exceeds Normal Work Hours and Normal Productivity

The work must be extraordinarily demanding and time consuming, and of a nature that significantly exceeds the normal work week and work productivity expectations of the employee’s work assignment.

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal work week to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.

C. Work is Unavoidable

The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.

D. Work Involves Extremely Heavy Workload

The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than 12 to 14 days in duration would not normally

satisfy this requirement because time off can be arranged as compensation for this demand.

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

Department decisions not to submit arduous pay requests to the California Department of Human Resources, and CalHR decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.



CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 8
Subject: Retirement

Date:

8.7 Public Employees' Pension Reform Act of 2013 (PEPRA)

A. PEPRA Definition of "Pensionable Compensation"

Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United States Code Section 430 (b). The 2013 limits are \$113,700.00 for members subject to Social Security and \$136,440.00 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program - New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the Alternate Retirement Program (ARP). Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47th month of employment and ending on the last day of the 49th month of employment following ~~his or her~~ their initial ARP hire date.

C. Equal Sharing of Normal Cost

As stated in Government Code Sections 7522.30 and 20683.2, equal sharing between the State employer and State employees of the normal cost of the defined benefit plans shall be the standard for all plans and employees. It shall be the standard that all employees pay at least fifty percent (50%) of the normal cost and the State employer shall not pay any of the required employee contributions. "Normal cost" is determined annually by CalPERS.



CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 15
Subject: Career Development

Date:

15.1 Release Time for State Civil Service Examinations

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her/their normal work hours and the employee has provided reasonable (normally two working days) notice to his/her/their supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift on the day of a CalHR examination.



CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 19
Subject: Miscellaneous

Date:

19.3 Personnel and Evaluation Materials

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.
- B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/her/their official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date the document acknowledging receipt. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/her/their authorized representative may review his/her/the employee's official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.
- E. The employee shall have a right to insert in his/her/their file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in CAPS/State collective bargaining negotiations shall recognize the employee's frequent absence from his/her/their State job and the impact of such absences on the employee's performance.
- G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after three years. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening three-year

period. Except that, by mutual agreement between a department head or designee and an employee, an adverse action material may be removed.

