

## CAPS Counter Proposal

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

**Date: August 5, 2021: 2:25PM**

### 3.22 Vacation/Annual Leave Cash Out

Employees may be permitted annually to cash out up to eighty (80) hours of accumulated Vacation/Annual Leave pursuant to Subsections A and/or B, each calendar year, as follows:

- A. On or before May 1 of each year, starting in the 2016 calendar year, each department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has the funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to carry out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.
- B. The following enhancement of the Vacation/Annual Leave Cash Out Program shall be made available, starting in the 2021 calendar year, dependent upon the ability of the States' payroll system:
1. Eligible employees may elect to transfer the cash value of future leave accruals, up to eighty (80) hours annually, into a Savings Plus 457(b) and/or 401(k) Plan account.
  2. To participate in this enhancement, the employee must submit an irrevocable election to transfer a designated number of future leave accruals to Savings Plus, to their Human Resources Office by December 31, for leave transfer during the following calendar year.
  3. Employees will be notified on or before May 1, pursuant to Subsection A, whether their elected transfer from the previous year will be enacted.

Employees may elect to transfer a portion of available hours pursuant to Subsection B and elect to cash out a remainder of the allowable hours pursuant to Subsection A, or some other combination, up to eighty (80) hours, annually.

CAPS Bargaining Team Chair

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Aug 12, 2021

Principal Labor Relations Officer

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Aug 12, 2021

## MANAGEMENT COUNTER PROPOSAL

**Bargaining Unit: 10**

**Date: August 5, 2021; 2:09PM**

**Exclusive Representative: CAPS**

**Article: 3.XX**

**Subject: Additional Sick Leave Benefits for Current State Employees injured while called to Active Service**

**New Section: 3.XX Additional Sick Leave Benefits for Current State Employees injured while called to Active Service**

In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a veteran with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for ~~his or her~~ their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the National Guard or federal military reserve force who is called up to active service and as a result sustains a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for ~~his or her~~ their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs or on the first day that the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

CAPS Bargaining Team Chair

Principal Labor Relations Officer

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## Management Counter Rollover Proposal

**Bargaining Unit: 10**

**Date:** August 5, 2021; 2:07PM

**Exclusive Representative: CAPS**

**Article:**

**Subject: 5.2 Employee Assistance Program**

- A. The State recognizes that alcohol, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug, and stress-related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or a stress-related problem so as to retain or recover ~~his/her~~ their value as an employee.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued compensating time off credits, sick, annual and vacation leave credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all compensating time off, sick, annual and vacation leave have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Nonindustrial Disability Insurance. A list of all Employee Assistance Program Coordinators shall be furnished to CAPS annually.
- C. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug or stress-related problems confidential, such records shall not be included in the employee's personnel file.

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# MANAGEMENT COUNTER PROPOSAL

**Bargaining Unit: 10**

**Date: August 11, 2021;  
1:30PM**

**Exclusive Representative: CAPS**

**Article: 5**

**Subject: Health and Welfare**

## 5.5 Independent Medical Examinations

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform ~~his/her~~ their normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation program.
- B. If the State, after the independent medical examination, determines that the employee cannot perform ~~his/her~~ their normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying ~~his/her~~ their personal medical evaluations to dispute the State's findings.

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## Management Counter Proposal

**Bargaining Unit: 10**

**Date: August 11, 2021; 1:20PM**

**Exclusive Representative: CAPS**

**Article: 7**

**Subject: [7.2 Alternative Work Schedules](#)**

- A. Alternative work schedules are inclusive of Alternate Work Week Schedules (AWWS); Flexible Work Hours or Flextime; or Reduced Work Hours or Reduced Work Time Schedules.
- B. Upon request of a Unit 10 employee or an authorized CAPS representative, a department designee shall meet with such employee or representative and consider requests for establishment of an alternative work schedule, ~~flextime, telecommute schedule or reduced work time~~ for a Unit 10 employee. The request shall not be unreasonably denied. ~~This Section is only appealable to fourth level and is not arbitrable.~~
- C. Should the department head or designee determine that changes be made to an employee's alternative work schedule, the department shall, whenever possible, provide thirty (30) days' notice to affected employees.
- D. Work Week Group E (WWG E) and SE (WWG SE) employees working a nonstandard work schedule (e.g., 4/10/40, 9/8/80) will be charged the number of hours scheduled for the day when they are absent for a whole day.
- E. Disputes arising under this section of the MOU shall be subject to the grievance procedure up to the fourth level, but not subject to the arbitration provision of this agreement.

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# CAPS PROPOSAL

**Bargaining Unit: 10**

**Date: April 7, 2021;  
3:08PM**

**Exclusive Representative: CAPS**

**Article: 8**

**Subject: Retirement**

## 8.11 Post-Retirement Health and Dental Benefit Vesting

- A. The following vesting schedule shall apply to state employees in Bargaining Unit 10 first employed by the State prior to January 1, 2016 for post-retirement health benefits vesting, and the vesting schedule shall also apply to state employees in Bargaining Unit 10 first employed by the State prior to January 1, 2019 for post-retirement dental benefits vesting.

Health and Dental Benefits Vesting	
Credited Years of Service (For Employees in state service prior to January 1, 2016 <u>for health benefits vesting; and for Employees in state service prior to January 1, 2019 for dental benefits vesting</u> )	Percent of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

- B. The following vesting schedule shall apply to state employees in Bargaining Unit 10 first employed by the State on or after January 1, 2016 for post-retirement health benefits vesting, and the vesting schedule shall also apply to state employees in Bargaining Unit 10 first employed by the State on or after January 1, 2019 for post-retirement dental benefits vesting.
- C. The portion of the employer contribution toward postretirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled “Health and Dental Benefits Vesting.” The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to State employees who were under a service retirement.
- D. State employees as defined in B above, who become BU 10 employees on or after January 1, 2016, shall not receive any portion of the employer’s contribution payable for postretirement

health and dental benefits unless those employees are credited with 15 years of State service as defined by law.

- E. The percentage of employer contribution payable for postretirement health and dental benefits for an employee subject to this section is based on the member’s completed years of credited State service at retirement as shown in the following table:

Health <del>Health and Dental</del> Benefits Vesting	
Credited Years of Service (For Employees new to state service on or after January 1, 2016 for health benefits vesting; and for Employees new to state service on or after January 1, 2019 for dental benefits vesting)	Percent of Employer Contribution
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

- F. This section shall apply only to State employees who retire for service.
- G. Benefits provided an employee by this section shall be applicable to all future State service.
- H. For the purposes of this section State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.
- I. The parties agree to support any legislation necessary to facilitate post-retirement health and dental vesting, as identified in Government Code Sections 22874, 22874.2, 22958, or any other applicable section of the Government Code.

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# State Management Counter Proposal

Bargaining Unit: 10

Date: July 28,  
2021; 3:05PM

Article: 10

Subject: CAPS Representational Rights

## 10.3 Use of State Phones and Other Equipment

- A. CAPS representatives shall be permitted reasonable use of State phones ~~to make calls and State equipment to communicate~~ for CAPS representational purposes provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.
- B. CAPS representatives shall be permitted use of State Phones and State equipment for representational activities as defined in Section 10.1.A, if said equipment is available and utilized as a normal part of the employee's duties. Such use of State equipment, such as fax machines and copiers, shall be minimal and incidental and shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Should a CAPS representative use State Phones and State Equipment for reasons as permitted in Section 10.1 (A), the CAPS representative will obtain approval from the employee's immediate supervisor prior to use.

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## CAPS Counter Proposal

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

**Date:** August 5, 2021; 2:18PM

### 15.9 – Professional Conferences

Every Bargaining Unit 10 employee shall be entitled to annually propose a professional development plan with a written response required within 30 business days. A plan with up to two (2) job-related professional conferences, ~~in accordance with the annual Individual Development Plan,~~ shall be considered based upon operational need. Such opportunities may involve reimbursement for one or more of the following items: travel, registration, materials, and state time, per department policy and practice. This Section is not grievable or arbitrable.

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# CAPS Counter Proposal

**Bargaining Unit: 10**

**Date: July 28,  
2021; 2:05PM**

**Exclusive Representative: CAPS  
Article: 16  
Subject: Transfer and Layoff**

## 16.5 Hardship Transfer

- A. The State and CAPS recognize the importance of hardship transfers as a way of dealing with work issues and family issues. An employee experiencing a verifiable hardship, including but not limited to domestic violence; a substantiated complaint of workplace violence or workplace bullying; mandatory job transfer of a spouse or domestic partner (in accordance with Family Code Section 297); or family illness, injury, death, serious health condition, or other important consideration; may request a transfer to another geographic area, work location, or unit to mitigate the hardship.
- B. The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area, work location, or unit. If the employee accepts the position of a lower paid classification, the State shall endeavor to reinstate the employee to his/her/their former classification and comparable salary level. Reasons for the inability to grant the transfer shall be provided in writing as soon as practicable.
- C. Transfers under this section shall be considered voluntary.
- D. The parties agree that disputes under this section are grievable through Step 4 (CalHR) and are not arbitrable.

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## MANAGEMENT COUNTER PROPOSAL

**Bargaining Unit: 10**

**Date: August 11, 2021; 1:15PM**

**Exclusive Representative: CAPS**

**Article: 19**

**Subject: Miscellaneous**

### 19.5 Peer Review

- A. The State and CAPS recognize that peer review can be advantageous to maintaining the quality of laboratory research in scientific disciplines. Upon request, the departments will within thirty (30) calendar days, ~~meet-and-confer~~ discuss regarding the use of peer review where appropriate. Up to two (2) CAPS employee representatives may be given release time to ~~meet-and-confer~~ discuss without loss of compensation. Article 9 does not apply to this Section.

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