

## Management Counter Rollover Proposal

**Bargaining Unit: 10**

**Date: July 14, 2021; 2:37pm**

**Exclusive Representative: CAPS**

**Article: 2**

**Subject: 2.6 Staff Specialist Compensation**

### A. Department of Food and Agriculture

1. Upon approval of the Director of the Department of Food and Agriculture or ~~his~~ their designee, Unit 10 employees may be temporarily designated as primary State titled scientists in a specific scientific discipline or area of specialization.
2. An employee who is designated by the Director of the Department of Food and Agriculture as a primary State titled scientist shall receive a one-step salary increase for the duration of the assigned designation as compensation for the increased duties and responsibilities and for maintaining the highest level of technical expertise within ~~his/her~~ their specific discipline.
3. There shall be a limit of twelve (12) State titled scientists in the department at any one time. The scientific disciplines include, but are not limited to, Biology, Entomology, Plant Nematology, Plant Pathology and Chemistry.
4. Each designation is temporary and subject to re-evaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist and the selection of the science are not subject to the grievance and arbitration provision in Article 9.

### B. Department of Pesticide Regulation

1. Upon approval of the Director of the Department of Pesticide Regulation or ~~his~~ their designee, a Unit 10 employee may be temporarily designated as the primary State titled scientist in the discipline of Toxicology.
2. The employee so designated by the Director of the Department of Pesticide Regulation shall receive a one-step salary increase for the duration of the assigned designation as compensation for maintaining the highest level of technical expertise within the scientific discipline of Toxicology.
3. The designation is temporary and is subject to re-evaluation by the department at least once a year and may be terminated at any time by the Director or designee. The Staff Specialist designation shall not be utilized in lieu of a promotion. Selection of the titled scientist is not subject to the grievance and arbitration provision in Article 9

CAPS Bargaining Team Chair

Principal Labor Relations Officer

**Signature:** Margarita Gordus  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Signature:** Jacquelyn Sanders  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

**Email:** jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

Jul 28, 2021

# Management Proposal

**Bargaining Unit: 10**

**Date: 12/9/20; 10:57AM**

**Exclusive Representative: CAPS**

**Article: 2**

**Subject: Salaries**

## **2.14 Operational Availability Incentive Program - Department of Water Resources**

A. The Department of Water Resources (DWR) has established a compensated time off (CTO) bonus as an incentive for Unit 10 permanent full-time employees to improve the operational availability of generating and pumping plants in the State Water Project.

1. ~~On January 1~~ By March 15 of each year, DWR will establish the operational availability goals (Benchmarks) for each ~~field division~~ the Division of Operations and Maintenance to be achieved by December 15 of that year. ~~Operational Availability goals for enumerated Bargaining Unit 10 classifications within each Operations and Maintenance Field Division will be based on the operational availability of that field division and eligible employees assigned to the Operations and Maintenance Headquarters shall be based on the goals achieved in the five (5) field divisions.~~
2. In the event of a major forced outage lasting more than two (2) weeks and involving half of a plant or more, DWR will notice the Union of the possible adjustment to the operational availability goals.

### B. Employee Eligibility

1. Must be an employee in a Bargaining Unit 10 classification utilized by the Division of Operations and Maintenance;
2. And, the Division of Operations and Maintenance ~~Organizational Unit to which the employee is assigned~~ meets its Operational Availability goal by December 15 of each year;
3. And, the employee has been assigned to that organizational unit in an eligible classification during the calendar year performing onsite work that contributes to the operational availability which qualifies to receive the CTO bonus;

## Management Proposal

4. And, the employee is assigned to the Division of Operations and Maintenance either in a field division or headquarters position on December 15;

5. And, the employee has worked in such assignment at least one full calendar month.

C. The operational goals may be set at two levels, Initial Operational Availability Goal, and Second Operational Availability Goal.

1. From January 1 each year through December 15 of that year, every eligible employee shall be awarded forty (40) straight time hours of CTO bonus if the Initial Operational Availability Goal is met as of December 15.

2. From January 1, each year through December 15 of that year, every eligible employee shall be awarded an additional forty (40) straight time hours of CTO bonus if the Second Operational Availability Goal is met.

~~3. Division of Operations and Maintenance headquarters eligible employees may receive up to eighty (80) hours of CTO bonus per calendar year based on the increases achieved in the five (5) field divisions.~~

~~4. All eligible employees who are employed in the Division of Operations and Maintenance field division or headquarters position on December 15 shall receive the Operational Availability incentive bonus for that field division or headquarters location.~~

~~3. Eligible employees shall not receive more than eighty (80) hours of Operational Availability incentive bonus per calendar year.~~

D. DWR will make every effort to allow usage of the CTO bonus hours received by the employees; CTO may be taken only with supervisory approval. Accrual of CTO shall not exceed two hundred and forty (240) hours at any time.

E. At the employer's option, for all Bargaining Unit 10, Division of Operations and Maintenance employees who ~~have~~ are eligible for the Operational Availability Incentive bonus, CTO hours in excess of 40 hours on the books may be cashed out on June 30 of every fiscal year.

F. As soon as the information is available, but no later than March 15, the State shall provide the Union written notice of whether or not the Operational Availability Incentive Bonus will be awarded for the previous calendar year, pursuant to this Article.

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G. This article is not subject to Article 9 - Grievance and Arbitration

CAPS Bargaining Team Chair

**Signature:** Margarita Gordus  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

**Signature:** Jacquelyn Sanders  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

**Email:** jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

# Management Counter Rollover Proposal

**Bargaining Unit: 10**

**Date:** February 3, 2021

**Exclusive Representative: CAPS**

**Article: 5**

**Subject: 5.1 Health, Dental, Vision**

## A. Health Benefits

### 1. Contribution Amounts

- a. The employer health benefits contribution for each employee shall be an amount equal to 80 percent of the weighted average of the Basic health benefit plan premiums for a State active civil service employee enrolled for self-alone, during the benefit year to which the formula is applied, for the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year. For each employee with enrolled family members, the employer shall contribute an additional 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied, in the four Basic health benefit plans that had the largest State active civil service enrollment, excluding family members, during the previous benefit year.
- b. To be eligible for these contributions, an employee must positively enroll in a health plan administered or approved by CalPERS.
- c. The parties agree to work cooperatively with CalPERS and the health plans to control premium increases.

## B. Health Benefits Eligibility

### 1. Employee Eligibility

- a. For the purposes of this section, "eligible employee" shall be defined by the Public Employees' Medical and Hospital Care Act.

### 2. Permanent Intermittent (PI) Employees

- a. Initial Eligibility - A permanent intermittent employee will be eligible to enroll in health benefits during each calendar year if the employee has been credited with a minimum of 480 paid hours in one of two PI Control Periods.

For the purposes of this section, the control periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible permanent intermittent employee must enroll in a health benefit plan within 60 days from the end of the qualifying control period.

## Management Counter Rollover Proposal

- b. Continuing Eligibility - to continue health benefits, a permanent intermittent employee must be credited with a minimum of 480 paid hours in a control period or 960 paid hours in two consecutive control periods.

3. Family Member Eligibility

For purposes of this section, "eligible family member" shall be defined by the Public Employees Medical and Hospital Care Act and includes domestic partners that have been certified with the Secretary of State's office in accordance with AB 26 (Chapter 588, Statutes of 1999).

### C. Dental Benefit Plans

1. Contribution

- a. The State agrees to pay the following contribution for dental benefits that went into effect January 1, 2018. To be eligible for this contribution, an employee must positively enroll in a dental plan administered by California Department of Human Resources.

1. The State shall pay up to \$38.12 per month for coverage of an eligible employee.
2. The State shall pay up to \$66.56 per month for coverage of an eligible employee plus one dependent.
3. The State shall pay up to \$96.21 per month for coverage of an eligible employee plus two or more dependents.

- b. The employee will pay any premium amount for the dental plan in excess of the State's contribution, except that the employee's share of the cost shall not exceed 25 percent (25%) of the total premium.

2. Employee Eligibility

Employee eligibility for dental benefits is the same as that prescribed for health benefits under Section 5.1.B.1 and 2 of this agreement.

3. Family Member Eligibility

Family member eligibility for dental benefits is the same as that prescribed for health benefits under Section 5.1.B.3 of this agreement.

4. Coverage During First 24 Months of Employment

Employees first appointed into State service who meet the above eligibility criteria, will not be eligible for enrollment in the State-sponsored indemnity or preferred provider option plan until they have completed twenty-four (24)

## Management Counter Rollover Proposal

months of employment without a permanent break in service, during the 24-month qualifying period. However, if no alternative plan or prepaid plan is available within a 50-mile radius of the employee's residence, the employee will be allowed to enroll in the indemnity or preferred provider option plan.

### D. Vision Benefit Plan

#### 1. Program Description

The employer agrees to provide a vision benefit to eligible employees and dependents. The vision benefit provided by the State shall have an employee co-payment of \$10.00 for the comprehensive annual eye examination and \$25.00 for materials.

#### 2. Employee Eligibility

Employee eligibility for vision benefits is the same as that prescribed for health benefits under Section 5.1.B.1 and 2 of this agreement.

#### 3. Family Member Eligibility

Family member eligibility for vision benefits will be the same as that prescribed for health benefits under Section 5.1.B.3 of this agreement.

#### 4. Employees may elect to participate in the Premier Plan during an open enrollment period or through a permitting event. Participation is at the employee's cost.

CAPS Bargaining Team Chair

**Signature:** *Margarita Gordus*  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

**Signature:** *Jacquelyn Sanders*  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

**Email:** jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

## MANAGEMENT PROPOSAL

**Bargaining Unit: 10**

**Date: July 14, 2021; 1:17PM**

**Exclusive Representative: CAPS**

**Article: 7.8**

**Subject: On-Call Assignments - Department of Fish and Wildlife**

### **7.8 On-Call Assignments - Department of Fish and Wildlife**

#### **A. Office of Spill Prevention and Response (OSPR)**

##### **1. On-Call Program**

- a. "On-call" is the requirement that an employee be available during specified off-duty hours to receive an order to work. An employee assigned to on-call duty shall, at all times while on-call, be prepared to respond in a fit and able condition. Employees not scheduled for on-call duty who are called back to work are not eligible for on-call compensation. Rather, appropriate call back provisions apply.
- b. The Office of Spill Prevention and Response (OSPR) requires designated Unit 10 employees to be available during non-work hours to respond in accordance with program procedures to departmental emergencies and any other urgent, operational needs of the Department. The programs shall clearly specify in writing when any designated Unit 10 employee will be required to be available when not working, and what periods of non-working hours such employees shall be required to be available. Any Unit 10 employee with appropriate training may be selected for emergency response pursuant to this Section.

##### **2. Selection of OSPR Unit 10 Employees for On-call Duty**

- a. The OSPR will establish and make available ~~publish~~ on-call schedules ~~on a monthly basis~~ through a shared electronic calendar for each field response team (FRT) at least one month in advance of the on-call rotation. ~~The on-call scheduler will consult with staff required to be on-call in an effort to accommodate staff time off and/or other travel when preparing the on-call schedule.~~ The schedules are based on a standard seven-day rotation. Staff will work out necessary switches in on-call rotations or specific days between themselves and make sure that schedules are updated to reflect those changes. Staff will notify Dispatch and their Response Supervisor of any changes to the on-call schedules. Supervisors may need to adjust the schedule or rotation if there are staff vacancies or extended staff leave. ~~Substitution must be voluntary on the part of both employees and approved by the appropriate Response Supervisor prior to the beginning of the on-call~~



~~assignment.~~ A Response Supervisor is a manager or supervisor having the authority to call back and assign employees to an emergency incident.

- b. The on-call employee shall check and update or request update of the appropriate FRT electronic On-Call calendar if there are inaccuracies in the schedule.
- c. If an employee due to an emergency or illness, is unable to fulfill his/her on-call duty responsibilities, he/she must notify their Response Supervisor who can identify staff to cover the on-call shift(s). ~~the dispatch center.~~ The Response Supervisor will first seek volunteers to cover the on-call shift. However, if no one volunteers or the program is under time constraints, management retains the discretion to make on-call assignments from among program Unit 10 employees.
- d. Management retains the right to place additional program Unit 10 employees on on-call duty during emergency situations.
- e. Employees assigned to on-call duty must respond within fifteen (15) minutes of being contacted by a program communication dispatcher. If the employee does not respond to the initial call, the dispatcher will make a second attempt to reach the employee. If the dispatcher is still unable to reach the on-call employee, the dispatcher shall contact the Response Supervisor. "Respond" in this case means contacting the dispatcher and beginning the response assessment procedure, including fact finding via telephone and/or driving to a particular incident.
- f. Employees on-call who do not respond or cannot be located may forfeit their on-call compensation.

### 3. Cell Phones

- a. The program will furnish cellular telephones and require employees assigned to on-call duty to carry these with them. Assigned employees shall be required to keep the cell phone activated and available, and to respond in the event he/she is contacted by a dispatch ~~departmental~~ representative during such on-call time.
- b. ~~The on-call employee shall check in with the dispatcher at the beginning of each on-call shift to verify the dispatcher has the correct on-call schedule.~~
- b. It is the responsibility of the employee to give the dispatcher another contact number if the employee is in an area where the cell phone does not work.

### 4. Compensation

Any OSPR Unit 10 employee covered by the Fair Labor Standards Act (FLSA) and assigned to be available for OSPR on-call duty shall be credited with two (2) hours of cash or compensating time off (CTO) at regular time for every eight (8) hours of on-call time. No more than six (6) hours of cash or CTO will be compensated for a twenty-four (24) hour period consisting of three (3) eight (8) hour on-call shifts. ~~four (4) hours of compensating time off (CTO) or cash at department's discretion for on-call time on a workday and six (6) hours of CTO or cash at department's discretion~~

for on-call time on an administrative day off (24 hour period) provided his/her on-call time is not interrupted by a call back.

If during the workday the employee's on-call time is interrupted by a call back, then the employee will only be compensated two (2) hours of CTO or cash at department's discretion for eight (8) hours or less of on-call time or four (4) hours of CTO or cash at department's discretion for more than eight (8) hours of on-call time. If this situation occurs during an administrative day off, the employee will receive only two (2) hours of CTO or cash at department's discretion for eight (8) hours or less of on-call time, four (4) hours of CTO or cash at department's discretion for more than eight (8) hours but less than sixteen (16) hours of on-call time or six (6) hours of CTO or cash at department's discretion for more than sixteen (16) hours of on-call time.

For purposes of this agreement, "On-call time" does not include the employee's normal work hours, including the lunch period, and scheduled or unscheduled overtime. Also, on-call time and compensation are calculated at regular time and shall not be considered as time worked for overtime purposes consistent with federal and state law.

This table provides a summary of how on-call cash or CTO compensation is calculated:

<u>Day of Week</u>	<u>12:00 AM to 8:00 AM</u> <u>(8 HOUR SHIFT)</u>	<u>8:00 AM to 4:00 PM</u> <u>(8 HOUR SHIFT)</u>	<u>4:00 PM to 12:00 AM</u> <u>(8 HOUR SHIFT)</u>	<u>Total Hours of On-Call Compensation</u>
<u>Thursday</u>	<u>PREVIOUS SHIFT</u>	<u>Workday</u>	<u>2</u>	<u>2</u>
<u>Friday</u>	<u>2</u>	<u>Workday</u>	<u>2</u>	<u>4</u>
<u>Saturday</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>6</u>
<u>Sunday</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>6</u>
<u>Monday</u>	<u>2</u>	<u>Workday</u>	<u>2</u>	<u>4</u>
<u>Tuesday</u>	<u>2</u>	<u>Workday</u>	<u>2</u>	<u>4</u>
<u>Wednesday</u>	<u>2</u>	<u>Workday</u>	<u>2</u>	<u>4</u>
<u>Thursday</u>	<u>2</u>	<u>NEW SHIFT</u>		<u>2</u>
				<u>TOTAL: 32 hours at regular time</u>

~~For purposes of this agreement, "On-call Time" does not include the employee's normal work hours, including the lunch period, and scheduled or unscheduled overtime.~~

~~On-call time and compensation shall not be considered as time worked for overtime purposes consistent with federal and state law.~~

This two (2) hour compensation at regular time for on-call coverage is considered administrative time and is assumed to cover up to two hours of receiving on-call spill notifications, reviewing basic information about the spills or locations, and having telephone conversations with response parties and partners during the eight (8) hour on-call period.

~~Employees of OSPR who have accumulated less than 240 hours of CTO in a calendar year may elect to cash out up to 40 hours of CTO. This cash out option is only allowed once during a twelve (12) month period. An OSPR Unit 10 FLSA exempt employee assigned to be available for on-call duty shall be compensated with vacation or annual leave credits instead of CTO. However, with regards to the employee's actual response time, such time is considered part of his/her regular duties for which he/she is fully compensated by his/her monthly salary.~~

#### 5. Response While On-Call.

If a program Unit 10 FLSA covered employee, while on on-call duty, is required by the OSPR/~~MRSR~~ to attend to the operational needs of the Department and to report to a particular site or work location, that employee shall be compensated in accordance with the call-back provisions in Article 7.4 of the Memorandum of Understanding (MOU) between CAPS and the State of California. If a response to a particular site or work location is not required, and an employee spends two hours or more supporting a particular incident via telephone, the employee will ~~only~~ be compensated for the actual time spent on the telephone response, and assessing the situation. This compensation will be in addition to the on-call compensation.

#### 6. Dispute Resolution.

Disputes concerning the interpretation or application of this Agreement shall be subject to the grievance and arbitration procedure in Article 9.

CAPS Bargaining Team Chair

Signature: Margarita Gordus  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

Email: margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

## Management Proposal

**Bargaining Unit: 10**  
**Exclusive Representative: CAPS**  
**Article: 8 Retirement**  
**Subject: Savings Plus Program**

**Date: December 2, 2020**

### 8.4 Savings Plus Program Defined Contribution Tax Advantaged Retirement Savings Plans

A. ~~The Savings Plus Program is comprised of an IRC 457 plan, and IRC 401(k) plan. The Department of Human Resources administers two (2) voluntary defined contribution plans, under Sections 457(b) and 401(k) of the Internal Revenue Code. Employees in Unit 10 are eligible to be included in these defined contribution plans. All Unit 10 employees shall be eligible to participate in these program options. Participation shall be voluntary.~~

B. The Savings Plus Program (Savings Plus) shall maintain a brokerage option available to all participants. The brokerage option offered shall provide the broadest array and number of investments practicable included in the program. All costs for the brokerage option shall be paid by participants enrolled in the brokerage program.

C. ~~CalHR agrees to continue the Savings Plus Advisory Committee. Members shall include CalHR staff and interested management, legislative and employee organization representatives.~~

CAPS Bargaining Team Chair

**Signature:** Margarita Gordus  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

**Signature:** Jacquelyn Sanders  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

**Email:** jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

# MANAGEMENT COUNTER ROLLOVER PROPOSAL

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

**Date: June 15, 2021**

## 8.10 Employer Contribution for Retiree Health Benefits

This section shall apply to all employees in Unit 10 first employed by the State on or after January 1, 2016.

- A. The employer contribution for each annuitant enrolled in a basic plan shall not exceed 80 percent of the weighted average of the Basic health benefit plan premiums for an employee or annuitant enrolled for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.
  - 1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Basic health benefit plans that had the largest enrollment of active state employees, excluding family members, during the previous benefit year.
  - 2. This section shall apply to all employees first hired on or after January 1, 2016.
  
- B. The employer contribution for an annuitant enrolled in a Medicare Supplemental Plan in accordance with Government Code section 22844 shall not exceed 80 percent of the weighted average of the health benefit plan premiums for an annuitant enrolled in Medicare Supplemental Plan for self-alone, during the benefit year to which the formula is applied. For each employee or annuitant with enrolled family members, the employer contribution shall not exceed 80 percent of the weighted average of the additional premiums required for enrollment of those family members, during the benefit year to which the formula is applied.
  - 1. "Weighted average of the health benefit plan premiums" as used in this section shall consist of the four Medicare Supplemental Plans that had the largest enrollment of state annuitants, excluding family members, during the previous benefit year.
  - 2. The employer contribution shall not exceed the amount calculated under this section if the employee or annuitant is eligible for Medicare Part A, with or

without cost, and Medicare Part B, regardless of whether the employee or annuitant is actually enrolled in Medicare Part A or Part B.

3. This section shall apply to all employees and annuitants first hired on or after January 1, 2016.
- C. State employees and annuitants in BU 10 hired on or after January 1, 2016 shall be ineligible to receive any portion of the employer's contribution for annuitants towards Medicare Part B premiums, as defined in Government Code section 22879.
- D. This section does not apply to:
1. State employees previously employed before January 1, 2016, who return to state employment on or after January 1, 2016; and
  2. State employees on an approved leave of absence employed before January 1, 2016, who return to active employment on or after January 1, 2016.
- E. The parties agree to support any legislation necessary to facilitate and implement this provision.

CAPS Bargaining Team Chair

**Signature:** *Margarita Gordus*  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

**Signature:** *Jacquelyn Sanders*  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

**Email:** jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

# MANAGEMENT COUNTER PROPOSAL

**Bargaining Unit: 10**  
**Exclusive Representative: CAPS**  
**Article: 10**  
**Subject: CAPS Representational Rights**

**Date:** June 15, 2021

## 10.1 Representational Designation

- A. The State recognizes and agrees to deal with designated CAPS representatives, and/or CAPS staff on the following:
1. The administration of this contract;
  2. Employee discipline cases;
  3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board (PERB);
  4. Matters scheduled for hearing by the ~~Board of Control~~ California Victim Compensation Board;
  5. Matters pending before the State Personnel Board;
  6. AWOLs and resignation-related appeals;
  7. Discussions with management regarding reasonable accommodation; and
  8. The CalHR statutory appeal hearings.
- B. A written list of CAPS representatives, broken down by units within each individual department and designated area of primary responsibility, shall be furnished to each department and a copy sent to the State immediately after their designation, and CAPS shall notify the State promptly of any changes of such representatives. CAPS representatives shall not be recognized by the State until such lists or changes thereto are received. A CAPS representative's "area of primary responsibility" is meant to mean institution, office or building. However, the parties recognize that it may be necessary for CAPS to assign a representative to an area of primary responsibility for several small offices or buildings within close proximity.

CAPS Bargaining Team Chair

**Signature:** Margarita Gordus  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

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Principal Labor Relations Officer

**Signature:** Jacquelyn Sanders  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

**Email:** jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

# CAPS PROPOSAL

**Bargaining Unit: 10**

**Date: December 2,  
2020; 11:41AM**

**Exclusive Representative: CAPS**

**Article: 15**

**Subject: Career Development**

## 15.3 Training

- A. The State agrees to reimburse Unit 10 employees for expenses incurred as a result of attending departmental approved and authorized job-required training. Attendance shall be without loss of compensation. Departmentally approved and authorized training attended during off-duty hours shall be considered work time. This includes in-service training courses offered by the department. Such reimbursement shall be limited to:
1. Tuition and/or registration fees,
  2. Cost of course-required books and materials,
  3. Transportation or mileage expenses,
  4. Toll and parking fees, and
  5. Lodging and subsistence expenses.
- B. Reimbursement for the above expenses shall be in accordance with Section 6.1 of this Agreement.
- C. The State shall not seek reimbursement for tuition and other necessary expenses if the training assignment is terminated prior to completion of either: (1) the convenience of the State; or (2) because of death, prolonged illness, disability or other similar eventuality.
- D. As authorized and approved by a department, a Unit 10 employee may attend, without loss of compensation, and may be reimbursed, in full or in part, for training designed to increase the employee's job proficiency or professional career development and growth, and/or to maintain or obtain required professional licensure, certification or registration.
- E. All training requests, approvals, and disapprovals, shall be in accordance with departmental procedures. Management shall respond to all training requests within twenty-one (21) calendar days from the date the request was received. The parties may mutually agree to extend this response period. Employee training requests must be compatible with ~~his/her~~ their approved ~~Individual Development Plan~~ where such plans are utilized. When an employee training request is denied, the department will give consideration to this fact when reviewing the employee's next request for training.
- F. This Section is only appealable to the third step of the grievance procedure and is not arbitrable.

CAPS Bargaining Team Chair

**Signature:** Margarita Gordus  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

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**Email:** jacquelyn.sanders@calhr.ca.gov

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## Management Counter Proposal

**Bargaining Unit: 10**

**Date: February 3, 2021; 3:39pm**

**Exclusive Representative: CAPS**

**Article: 15**

**Subject: 15.10 Professional Development**

The State shall provide to all Unit 10 employees two days per fiscal year (without loss of compensation) for activities such as, continuing education training, professional association activities, professional development seminars, etc., to promote professional growth and to enhance professional goals. The PDD shall be credited to each employee on the first day of July, annually. Activities related to these two professional development days shall not result in any costs to the employer. Such activities shall be at the employee's discretion. This time shall be requested and approved in the same manner as vacation/annual leave and may be used in fifteen (15) minute increments. Such time shall not be accumulated.

CAPS Bargaining Team Chair

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Margarita Gordus (Jul 28, 2021 13:38 PDT)

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**Signature:** Jacquelyn Sanders  
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# CAPS PROPOSAL

**Bargaining Unit: 10**

**Date: December 2,  
2020; 11:55AM**

**Exclusive Representative: CAPS**

**Article: 15**

**Subject: Career Development**

## **15.11 Licensure and Certification - Continuing Education - Licensed Veterinarians (includes licensed Veterinarian Specialist)**

As a condition of employment with the State of California, maintenance of required license or certification is the responsibility of the employee. For courses directly related to maintaining licensure or certification, the State every two-year-licensing cycle shall provide each Unit 10 employee up to 36 hours of Continuing Education (CE) leave and reasonable travel time. CE courses shall be at the discretion of the supervisor and CE courses shall be related to the employee's current job duties.

- A. The State shall not require Unit 10 employees to utilize vacation/sick leave, annual leave, CTO or Personal Leave to attend conferences directly related to maintaining licensure or certification. The time used for CE leave, regardless of location, shall be considered the same as other paid leave (i.e. vacation, annual leave). CE shall not be subject to any other leave cash-out provisions nor shall CE leave be cashed-out at separation or retirement. CE leave shall be carried over to the next fiscal year if the employee is denied or does not have the opportunity to use their ~~his/her~~ CE leave during the fiscal year.
- B. Requests for CE leave must be submitted to the supervisor or designee at least fourteen (14) days prior to the CE training. The department or designee shall approve or deny requests for CE leave within seven (7) workdays. CE requests shall not be unreasonably denied.
- C. The State will reimburse up to \$1,000.00 per year to cover CE costs for tuition and/or registration fees, associated memberships, course related books, and training materials, transportation or mileage expenses, toll and parking fees, lodging and sustenance expenses, and all other work-related expenses for courses directly related to licensure or certification. Certificates of completion shall be submitted with the expense claim. Employees working less than full-time shall be entitled to a pro-rated amount of the \$1,000.00 per year.

CAPS Bargaining Team Chair

**Signature:** Margarita Gordus  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

**Signature:** Jacquelyn Sanders  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

**Email:** jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

## Management Counter Rollover Proposal

**Bargaining Unit: 10**

**Date: July 14, 2021; 2:46PM**

**Exclusive Representative: CAPS**

**Article: 19**

**Subject: 19.4 Release Time for State Personnel Board**

Upon two working days' advance notice, the State shall provide reasonable time off without loss of compensation for a reasonable number of employees to attend hearings conducted by the California State Personnel Board during the employee's normal work hours provided that the employee is either: (1) a party to the hearing proceedings (e.g., an appellant), or (2) is specifically affected by the results of the hearing and has been scheduled to appear or testify by the State Personnel Board. The State shall attempt to accommodate a shift change request from an employee involved in Item (1) or (2) above who is scheduled to work a graveyard shift on the day of an SPB hearing.

CAPS Bargaining Team Chair

**Signature:** *Margarita Gordus*  
Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

**Signature:** *Jacquelyn Sanders*  
Jacquelyn Sanders (Jul 28, 2021 13:47 PDT)

**Email:** jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

# CAPS PROPOSAL

**Bargaining Unit: 10**

**Date: March 9,  
2021; 4:16PM**

**Exclusive Representative: CAPS**

**Article: X.X - NEW**

**Subject: TBD**

## **X.X Electronic Monitoring**

- A. The State shall not use the log on/off time to the computer or electronic access card entry/exit times of employees as the sole source of attendance reporting or as the sole reason of discipline.
- B. Any electronic location tracking will primarily be used for operational efficiency, safety, and security, but such data shall not be the sole basis for disciplinary action unless driving behavior or vehicle use constitutes cause for disciplinary action as defined in Government Code 19572.
- C. If the State's use of current or future technology is being used for the sole purpose of discipline, the employee may grieve such action under Article 9.

CAPS Bargaining Team Chair

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Margarita Gordus (Jul 28, 2021 13:38 PDT)

**Email:** margarita.gordus@wildlife.ca.gov

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