

CAPS PROPOSAL

Bargaining Unit: 10

Date: July 28, 2021;
1:49PM

Exclusive Representative: CAPS

Article:

Subject: Preamble

Preamble

This AGREEMENT, hereinafter referred to as the Agreement or Contract, entered into by the STATE OF CALIFORNIA, hereinafter referred to as the State or the State employer, pursuant to Sections 19815.4 and 3517 of the Government Code, and the CALIFORNIA ASSOCIATION OF PROFESSIONAL SCIENTISTS, hereinafter referred to as CAPS or the Union, has as its purpose the promotion of harmonious labor relations between the State and CAPS; establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment including health and safety. The terms "Agreement" and "Contract" as used herein means the written agreement provided under Section 3517.5 of the Government Code.

CAPS Bargaining Chair

Signature: David Rist
David Rist (Feb 10, 2022 15:31 PST)

Email: [REDACTED]

Feb 10, 2022

CalHR Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch (Feb 10, 2022 15:34 PST)

Email: [REDACTED]

Feb 10, 2022

CAPS PROPOSAL

Bargaining Unit: 10

Date: December 2,
2020; 11:32AM

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.11 On-Call Assignments – Public Health (Renumbering to 7.13)

- A. On-call assignment is defined as a work-shift of no less than one (1) day in which the Unit 10 employee is: (1) available by telephone or electronic paging device at all times; and (2) normally immediately available to return to the facility for any emergency response deemed necessary by the employee or supervisor. On-call assignment shall be in addition to the employee's normal work schedule. If the State deems it necessary, the State shall issue a Unit 10 employee an electronic paging device or cellular device during an on-call assignment.
- B. Those employees completing an on-call assignment shall receive one (1) hour CTO for each eight (8) hours time period of each on-call assignment, to a maximum of three hours CTO for each 24 hour period on call. ~~Payment for fractions of an hour shall be made in quarter hour increments.~~ Fractions of an hour shall be compensated in quarter hour increments, rounded to the next highest quarter hour.
- C. On-call assignments shall not be rescheduled to be less than one full day solely to avoid payment under this Section.
- D. Unit 10 employees who complete on call assignments of less than seven (7) consecutive days shall receive pro rata CTO or pro rata pay.
- E. On call compensation can apply to all Unit 10 staff regardless of work week group.

CAPS Bargaining Chair

Signature: David Rist
David Rist (Feb 10, 2022 15:31 PST)

Email: [REDACTED]

Feb 10, 2022

CalHR Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch (Feb 10, 2022 15:34 PST)

Email: [REDACTED]

Feb 10, 2022

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: February 10, 2022 @ 1:24 pm

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.12 Telework Joint Labor Management Committee

During the term of this Agreement, the State and CAPS agree to establish an ~~Interim~~ Joint Labor Management Committee (JLMC) to ~~(1) discuss establishment of a permanent Telework JLMC and (2) to discuss and provide recommendations for solutions on telework issues for Bargaining Unit 10 employees.~~

Meetings shall be scheduled at least quarterly, beginning no later than November 19, 2021, and a specific agenda of issues to be discussed will be developed and distributed 10 working days in advance of each meeting. Any meeting may be cancelled upon mutual agreement of the parties. Additional meetings may be scheduled on an as-needed basis. The Committee by mutual agreement shall determine its meeting schedule, ground rules, agenda, and necessary participants to address identified issues.

The committee shall be co-chaired by a Labor representative selected by union committee members and a Management representative appointed by CalHR. The Committee shall consist of two (2) Bargaining Unit 10 employees selected by CAPS, and an equal number of management representatives. Additional participants may be added by mutual agreement. Committee members and subject matter experts shall serve without loss of compensation.

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 Bargaining Chair

Signature: David Rist
David Rist (Feb 10, 2022 15:31 PST)

Email: [REDACTED]

Feb 10, 2022

CalHR Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch (Feb 10, 2022 15:34 PST)

Email: [REDACTED] V

Feb 10, 2022

Management Counter Roll Over Proposal

Bargaining Unit: 10

Date: February 10, 2022 @1:13 pm

Exclusive Representative: CAPS

Article: 10

Subject: CAPS Representational Rights

10.6 Representative Time Off

Upon request of an aggrieved employee, a representative shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 10.1.A of this Agreement, provided the employee represented is in the representative's department and designated area of primary responsibility. Release time for these purposes is subject to prior notification and approval by the representative's immediate supervisor.

CAPS Bargaining Chair

Signature: David Rist
David Rist (Feb 10, 2022 15:31 PST)

Email: [REDACTED]

Feb 10, 2022

CalHR Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch (Feb 10, 2022 15:34 PST)

Email: [REDACTED]

Feb 10, 2022

Management Counter Proposal

Bargaining Unit: 10

Exclusive Representative: CAPS

Article: 10

Subject: CAPS Representation

Date: February 10, 2022

@ 1:16

10.10 Employee-Union Orientation

- A. CAPS representatives and staff shall be given the opportunity to meet with each employee new to Unit 10 during normal working hours for orientation and onboarding of the employee on their employment status, rights, benefits, duties, responsibilities or other employment-related matters, and the role of CAPS, consistent with Section 10.2, without loss of compensation to the employee or CAPS representatives.
- B. CAPS shall receive not less than 10-days' notice in advance of a regularly scheduled new employee orientation and/or employee orientation sessions with the location, date, format (in person and/or virtual medium), and timeframe for the Union to address Unit 10 employees. A shorter notice may be provided in a specific instance when there is an urgent need critical to the employer's operations that was not reasonably foreseeable. A list of Unit 10 employees anticipated to attend will be provided prior to the orientation, if practicable.
- C. CAPS representatives and staff shall have the opportunity to meet with Unit 10 employees for up to 30 minutes during any regularly scheduled orientation session for orientation to the MOU and the Union. It is understood that the 30 minutes is for the Union's presentation and shall not be counted against reasonable state travel time to and from the presentation.
- D. If a department does not hold an orientation within 60 days after hire, or if an employee is unable to attend the orientation session(s) held, each Unit 10 employee shall be given the opportunity to meet with a CAPS representative and staff for 30 minutes during normal working hours for orientation to the MOU and the Union, consistent with the provision of Section 10.2.

CAPS Bargaining Chair

Signature: David Rist
David Rist (Feb 10, 2022 15:31 PST)

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