

Management Counter Proposal

Bargaining Unit: 10

Date: April 13, 2022 @ 11:00 am

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.4 Bilingual Differential Pay

Bilingual Differential Pay applies to those positions designated by the employing agency as eligible to receive bilingual pay according both to its Exceptional Allocation Delegation Agreement with the Department of Human Resources and to the following standards:

A. Definition of Bilingual Position for Bilingual Differential Pay

1. A bilingual position for salary differential purposes requires the use of a bilingual skill on a continuing basis averaging ten percent (10%) of the time. Anyone using their bilingual skills ten percent (10%) or more of the time will be eligible whether they are using them in a conversational, interpretation, or translation setting. In order to receive bilingual differential pay, the employee must be certified under the authority of the Department of Human Resources as a qualified bilingual employee, and the position must be designated bilingual by the employing agency. (Estimated time spent on bilingual activities should be based on the average during a given fiscal year.)
2. The position must be in a work setting that requires the use of bilingual skills to meet the needs of the public in either:
 - a. A direct public contact position;
 - b. A hospital or institutional setting dealing with patient or inmate needs;
 - c. An educational facility dealing with student needs;
 - d. A position utilized to perform interpretation, translation or specialized bilingual activities for the department and its clients.
3. Position(s) must be in a setting where there is a demonstrated client or correspondence flow where bilingual skills are clearly needed.
4. Actual time spent conversing or interpreting in a second language and closely related activities performed directly in conjunction with the specific bilingual transaction will count toward the ten percent (10%) standard.

B. Rate:

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1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum ~~\$400.00~~ 200.00 per monthly pay period, including holidays.
 2. A monthly employee, meeting the bilingual differential pay criteria less than the entire pay period, would receive the differential on a pro rata basis. Where use of bilingual skill is necessary to comply with Federal regulations to implement Title VI of the Civil Rights Act of 1964, neither advanced Bilingual Position designation nor meeting the 10% usage standard is required for pro rata bilingual differential compensation so long as the employee has been certified bilingual.
 3. A fractional-month employee, meeting the bilingual differential pay criteria, would receive the differential on a pro rata basis.
 4. An employee paid by the hour, meeting the bilingual differential pay criteria, would receive a differential of ~~58 cents~~ \$1.15 per hour.
 5. An employee paid by the day, meeting the bilingual differential pay criteria, would receive a differential of ~~\$4.64~~ 9.23 per day.
- C. Employees, regardless of the time base or tenure, who use their bilingual skills more than ten percent (10%) of the time on a continuing basis and are approved by the employing agency will receive the bilingual differential pay on a regular basis.
- D. Bilingual differential payments will become earnings and subject to contributions to the State Retirement System, OASDI, levies, garnishments, Federal and State taxes.
- E. Employees working in positions which qualify for regular bilingual differential pay as authorized by the employing agency may receive the appropriate pay during periods of paid time off and absences (e.g., sick leave, vacation, annual leave, holidays, etc.)
- F. Employees will be eligible to receive the bilingual differential payments on the date the employing agency approves the pay request. The effective date shall be retroactive to the date of appointment, not to exceed one (1) year, and may be retroactive up to two (2) years, to a position requiring bilingual skills when the appointment documentation has been delayed. The effective date for bilingual pay differential shall coincide with the date qualified employees begin using their bilingual skills on a continuing basis averaging (10%) of the time, consistent with the other provisions of this section.
- G. Bilingual salary payments will be included in the calculation of lump sum vacation, sick leave and extra hour payments to employees terminating their State service appointment while on bilingual status.

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Bargaining Unit: 10

Date: April 13, 2022 @ 11:04 am

Exclusive Representative: CAPS

Article: 3

Subject: 3.23 Personal Leave Program - 2020

~~A. Effective with the first day of the July 2020 pay period through the June 2022 June 2021 pay period, employees will be were subject to the The Personal Leave Program 2020 (PLP 2020) provided for 2 days or 16 hours per month to employees in the manner outlined below. PLP 2020 shall have no cash value and may not be cashed out prior to separation. from the July 2020 pay period through the June 2021 pay period.~~

~~A. Each full-time employee shall continue to work their assigned work schedule and shall have a reduction in pay equal to 9.23%.~~

~~B. Each full-time employee shall be credited with 16 hours of PLP 2020 on the first day of each pay period for the duration of the PLP 2020 program.~~

~~C. Salary rates and salary ranges shall not be reduced.~~

~~D. A. Employees will be given discretion to use PLP 2020 in the same manner as vacation/annual leave (Sections 3.1 and 3.13, respectively) subject to operational considerations.~~

~~1. Employees are encouraged use the leave in the pay period it was earned. All PLP 2020 leave not used within the pay period it was earned shall be carried over.~~

~~2. PLP 2020 time must may be used before any other paid leaves, with the exception of sick leave and Professional Development Days.~~

~~3. Employees may elect to use PLP 2020 in lieu of approved sick leave.~~

~~4. Subject to the above, requests for use of PLP 2020 leave must be submitted in accordance with departmental policies on vacation/annual leave.~~

~~E. B. Whenever practicable, employees should use all leave earned under PLP 2020 prior to voluntary separation. Appointing powers may schedule employees to take PLP 2020 time off to meet the intent of this section.~~

~~F. C. PLP 2020 shall have no cash value and may not be cashed out prior to separation. If an employee's separation is not voluntary and the separation date cannot be extended, PLP 2020 shall be cashed out.~~

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- ~~G. D.~~ Time during which an employee is excused from work because of PLP 2020 leave shall not be considered as "time worked" for purposes of determining the number of hours worked in a work week.
- ~~H.~~ A State employee shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits they would have received had the PLP 2020 not occurred.
- ~~I.~~ E. PLP 2020 shall not cause a break in State service, nor a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement. PLP 2020 does not affect other leave accumulations, or service towards a merit salary adjustment.
- ~~J.~~ F. PLP 2020 shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits to supplement those benefits with paid leave.
- ~~K.~~ G. The PLP 2020 reductions shall not affect transfer determinations between state civil service classifications or movement between ranges.
- ~~L.~~ Part-time employees shall be subject to the same conditions as stated above, on a pro-rated basis. Pro-ration shall be determined based on the employee's time base consistent with the chart in Article 4.1K.
- ~~M.~~ PLP 2020 for permanent intermittent employees shall be pro-rated based upon the number of hours worked in the monthly pay period, pursuant to the chart in Section P below.
- ~~N.~~ PLP 2020 shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- ~~O.~~ Employees on SDI, NDI, ENDI, IDL, EIDL, or Workers' Compensation for the entire monthly pay period shall be excluded from PLP 2020 for that month.
- ~~P.~~ Seasonal and temporary employees are not subject to PLP 2020.
- ~~Q.~~ All Permanent Intermittent employees shall be subject to the pro-ration of salary and PLP 2020 credits pursuant to the chart below:

Hours Worked During Credit Pay Period	Hours of PLP 2020 Credits
0-10.9	1
11-30.9	2
31-50.9	4
51-70.9	6
71-90.9	8
91-110.9	10

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Hours Worked During Credit Pay Period	Hours of PLP 2020 Credits
111-130.9	12
131-150.9	14
151 or over	16

- ~~R. Continuation of the Voluntary PLP (VPLP) during the duration of PLP 2020 shall be at the discretion of the employee. If the employee elects to discontinue or make changes to their participation in VPLP, they shall be allowed to opt out or make changes to their election at any time during the PLP 2020 program.~~
- ~~S. H. Disputes regarding the denial of the use of PLP 2020 time may be appealed through the grievance procedure. The decision by the Department of Human Resources shall be final and there may be no further appeals.~~
- ~~T. I. PLP 2020 accruals do not expire.~~

CAPS Bargaining Chair

Signature: David Rist
David Rist | Apr 14, 2022 11:17 PDT

Apr 14, 2022

Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch | Apr 14, 2022 11:17 PDT

Apr 14, 2022

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: April 13, 2022 @ 11:30 am

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.10 Telecommute/Telework Program

The terms "telework," "teleworking," "telecommute," and "telecommuting" refer to formalized work flexibility arrangements established between the department management and the employee under which the employee performs the duties and responsibilities of the employee's position from a location other than the office. The term "office" refers to the location, state building, or official worksite that would be the employee's work location if not teleworking.

- A. Where operational considerations permit, a department may establish a telework program. Such programs shall operate within the policies, procedures, and guidelines established by the Telework Advisory Group Statewide Telework Policy. The program shall be in writing and made available to all employees. Upon the request of the Union, the departments will provide a copy of their formal written telework policy.
- B. Not all positions or job duties may meet applicable criteria to be appropriate for telework, per departmental telework policy.
- C. If the telework arrangement conforms to telework criteria established in the department's telework policy and guidelines, no employee's request for telework shall be unreasonably denied. Employee's requests for telework shall be submitted in writing on the prescribed form and replied to in writing within twenty-one (21) calendar days of submission. The parties may mutually agree to extend this response period.
- D. Any Unit 10 employee who teleworks shall have an approved Telework Agreement on file.
- E. Department management shall make reasonable effort to provide employees with a minimum of 30 days' notice in the event of a revision or termination of a Telework Agreement.
- F. Formal written telework or telecommuting policies and programs already adopted by departments before the date of this Contract will remain in effect during the term of this Contract.
- G. Departments that desire to establish a telework or telecommuting policy and/or program or departments desiring to change an existing policy and/or program shall first notify the Union. Within thirty (30) calendar days of the date of such notification, the Union may request to meet-and-confer over the impact of a telework or telecommuting policy and/or program or change in an existing telework or telecommuting policy and/or program.

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- H. Should a Unit 10 employee require equipment that has not already been provided per the procedures outlined within Section 6.3 of this MOU, departments may elect to provide reimbursement to Unit 10 employees for additional appropriate business expenses in accordance with departmental policies.
- I. Disputes regarding this section are grievable to the fourth step (CalHR level) of the grievance procedure as outlined in Article 9.

CAPS Bargaining Chair

Signature: David Rist
David Rist (Apr 14, 2022 11:17 PDT)



Apr 14, 2022

Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch (Apr 14, 2022 11:37 PDT)



Apr 14, 2022