

Management Counter Proposal

Bargaining Unit: 10

Date: August 13, 2021; 2:56PM

Exclusive Representative: CAPS

Article: 4

Subject: 4.1 Holidays

- A. All full-time and part-time employees shall be entitled to such observed holidays with pay as provided below, in addition to any official State holidays declared by the Governor.
- B. Observed holidays shall include January 1, the third Monday in January, the third Monday in February, March 31, the last Monday in May, July 4, the first Monday in September, November 11, Thanksgiving Day, the day after Thanksgiving, and December 25. The holidays are observed on the actual day they occur with the following exceptions:
1. When November 11 falls on a Saturday, full-time and part-time employees shall be entitled to the preceding Friday as a holiday with pay.
 2. When a holiday falls on Sunday, full-time and part-time employees shall be entitled to the following Monday as a holiday with pay.
 3. For those employees who work schedules other than Monday through Friday, those holidays listed in Subsection B above shall be observed on the day on which the holiday occurs. An employee shall receive compensation for only the observed or actual holiday, not both.
- C. Every full-time and part-time employee, upon completion of six (6) months of ~~his/her~~ their initial probationary period in State service, shall be entitled to one (1) personal holiday per fiscal year.

The personal holiday shall be credited to each full-time and part-time employee on the first day of July.

- D. The department head or designee may require five (5) days advance notice before a personal holiday is taken and may deny use subject to operational needs. When an employee is denied use of a personal holiday, the department head or designee may allow the employee to reschedule the personal holiday or shall, at the department's discretion allow the employee to either carry the personal holiday to the next fiscal year or, cash out the holiday on a straight time (hour-for-hour) basis.

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- E. The department head or designee shall make a reasonable effort to grant an employee use of ~~his/her~~their personal holiday on the day of ~~his/her~~their desire subject to operational need.
- F. When an observed holiday falls on an employee's regularly scheduled day off, full-time employees shall accrue eight (8) hours of holiday credit per said holiday. If the employee is required to work on the observed holiday, the employee shall be compensated in accordance with paragraph G or I, below. An employee shall receive compensation for only the observed or actual holiday, not both.
- G. When a full-time employee in Work Week Group 2 is required to work on an observed holiday, such employee shall be paid in accordance with Government Code Section 19853. The employee shall be credited 8 hours holiday credit and be paid straight time, hour-for-hour basis for the time worked. Employees who are required to work one of the following premium holidays will be credited eight hours of holiday credit, as well as paid one and one-half (1½) the hourly rate for all hours worked: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25th. The method of compensation shall be at the State's discretion. If a full-time employee works eight (8) hours on the premium holiday, the employee shall receive no more than 20 hours of total compensation (combination of holiday credit, CTO, or cash) for each holiday worked.
- H. For the purpose of computing the number of hours worked, time during which an employee is excused from work because of a holiday shall be considered as time worked by the employee.
- I. Work Week Group E or SE Employees: When a permanent full-time employee is required to work on an observed holiday and the observed holiday falls on the employee's regularly scheduled day off, the employee shall receive up to eight (8) hours of holiday credit and one (1) hour Administrative Time Off (ATO) for every two (2) hours worked. If an observed holiday falls on an employee's normal day off, and the employee does not work, the employee shall receive no more than eight (8) hours of holiday credit.
- J. Part-time employees in Work Week Group 2 who are required to work on an observed holiday shall be paid in accordance with Government Code Section 19853. The employee shall be credited holiday credit based on the calculation in the chart in K and be (paid straight time, hour-for-hour basis). Employees who are required to work one of the following premium holidays will be paid one and one-half (1½) hourly rate for all hours worked: January 1, last Monday in May, July 4, first Monday in September, Thanksgiving Day, and December 25th, compensable by cash, CTO or holiday credit. The method of compensation shall be at the State's discretion.
- K. Part-time employees shall receive holidays in accordance with the following:

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CHART FOR COMPUTING VACATION, SICK LEAVE, AND HOLIDAY CREDITS FOR ALL FRACTIONAL TIME BASE EMPLOYEES SUPERCEDES ACCRUAL RATES IN MANAGEMENT MEMORANDUM 84-20-1

Time Base	Hours of Monthly Vacation Credit per Vacation Group							Hours of Monthly Sick Leave and Holiday Credit
	7	10	11	12	13	14	15	
1/5	1.40	2.00	2.20	2.40	2.60	2.80	3.00	1.60
2/5	2.80	4.00	4.40	4.80	5.20	5.60	6.00	3.20
3/5	4.20	6.00	6.60	7.20	7.80	8.40	9.00	4.80
4/5	5.60	8.00	8.80	9.60	10.40	11.20	12.00	6.40
1/8	0.88	1.25	1.38	1.50	1.63	1.75	1.88	1.00
1/4	1.75	2.50	2.75	3.00	3.25	3.50	3.75	2.00
3/8	2.63	3.75	4.13	4.50	4.88	5.25	5.63	3.00
1/2	3.50	5.00	5.50	6.00	6.50	7.00	7.50	4.00
5/8	4.38	6.25	6.88	7.50	8.13	8.75	9.38	5.00
3/4	5.25	7.50	8.25	9.00	9.75	10.50	11.25	6.00
7/8	6.13	8.75	9.63	10.50	11.38	12.25	13.13	7.00
1/10	0.70	1.00	1.10	1.20	1.30	1.40	1.50	0.80
3/10	2.10	3.00	3.30	3.60	3.90	4.20	4.50	2.40
7/10	4.90	7.00	7.70	8.40	9.10	9.80	10.50	5.60
9/10	6.30	9.00	9.90	10.80	11.70	12.60	13.50	7.20

A part-time employee can only earn up to a maximum of eight (8) hours holiday credit per holiday, regardless of the number of positions the employee holds within State service.

- L. Work Week Group 2 employees may request and take Holiday Credit in fifteen (15) minute increments.
- M. An employee shall be allowed to carry over unused holiday credits or be paid for the unused holiday credits, at the discretion of the department head or designee.
- N. Upon termination from State employment, an employee shall be paid for unused holiday credit.
- O. In the event that traditional, but unofficial holidays (e.g., Mother's Day, Father's Day), or religious holidays (e.g., Easter or Yom Kippur) fall on an employee's scheduled workday, the employee shall have the option to request the use of

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annual leave, accrued vacation, holiday credits, personal leave or CTO time, in order to secure the day off. The department head or designee shall make a reasonable effort to grant an employee the day off subject to operational need.

CAPS Bargaining Team Chair

Signature: David Rist
David Rist (Mar 9, 2022 14:24 PST)

Mar 9, 2022

Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch (Mar 9, 2022 14:27 PST)

Mar 9, 2022

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: March 9, 2022 @ 1:21 pm

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.11 Telework Stipend Program

A. Eligibility

Effective October 1, 2021 ~~and payable after the first day of the pay period following ratification,~~ employees who have an approved telework agreement on file with the department shall receive a telework stipend as provided below:

1. Employees identified as "Remote Centered," as defined within the ~~State Administrative Manual Management Memo—~~ Statewide Telework Policy with an approved telework agreement shall receive \$50 per month. Remote-centered is defined as a teleworker who works fifty percent or more of their time from an alternate work location.
2. Employees identified as "Office Centered," as defined within the ~~State Administrative Manual Management Memo—~~ Statewide Telework Policy with an approved telework agreement shall receive \$25 per month. Office-centered is defined as a teleworker who works more than fifty percent from the office.
3. "Incidental telework" does not qualify for this stipend. The approved telework agreement must designate the employee's telework status as either Remote Centered or Office Centered.
4. In the event the changes are made to the definitions as outlined in the Statewide Telework Policy, the State will provide notice to CAPS.

B. Payment Process

1. This stipend shall be paid for each eligible pay period, payable the following pay period.
2. The employee's approved telework status as of the first day of the pay period shall determine the payment amount for the entire pay period. However, if the employee's approved telework status changes during the month from Office Centered to Remote Centered, then the employee shall receive the amount for Remote Centered status only.
3. This payment is not subject to a qualifying pay period.
4. For approved telework agreements that are effective other than the first day of the pay period, the stipend is payable upon a fully executed telework agreement.
5. Employees on leave (paid or unpaid) for the entire pay period are not eligible for this payment.

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: March 9, 2022

@ 1:25 pm

Exclusive Representative: CAPS

Article: 10

Subject: Representational Rights

10.9 Releases of Home Addresses and Employee Communication

A. Home Addresses and Employee Communications – Generally

Consistent with the PERB regulations and State law, the State shall continue to provide CAPS with home addresses on a monthly basis for all non-law enforcement related employees covered by this contract until it expires. A law enforcement employee is defined as someone with peace officer powers as provided by the California Penal Code.

Within 30 days of hire and every 120 days thereafter, departments shall provide bargaining unit employees' name, classification, department, work location; and work, home, and personal cellular telephone number; and personal email address on file with the employer.

The state shall not provide the home address, personal cellular telephone number and personal email address(es) for employees protected as a victim of domestic violence, sexual assault, or stalking as set forth in Government Code section 6206.7.

Notwithstanding any other provision of this Agreement, any employee may have ~~his/her~~ their home address, home telephone number, personal cellular telephone number and personal email address(es) withheld from the union at any time by submitting a written request to ~~his/her~~ their appointing power on a form provided by the State.

B. Home Address Withholding by Non-Law Enforcement Related Employees

Effective one-month following ratification of this Agreement by both parties, the State will no longer use an Employee Action Request form that provides Unit 10 employees who perform nonlaw enforcement related functions with the option of having their home address withheld from CAPS. Instead, employees who perform non-law enforcement related functions will, upon request, be given a separate form by their appointing power that permits two choices: (1) withhold their address from CAPS, or (2) to cancel a previous withhold request thereby permitting release of their home address to CAPS.

C. Home Address Withhold Notification to Non-Law Enforcement Related Employees

Within one month following ratification of this Agreement by both parties, the State will send a letter to all existing Unit 10 employees who perform non-law enforcement related functions that have previously requested their home address remain confidential. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to CAPS.

D. Release and Use of Addresses

The State Controller's Office will send CAPS a list of all Unit 10 employees who, pursuant to Subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from CAPS. The State Controller's Office will also send CAPS a list of all Unit 10 employees who perform law enforcement-related functions (if any). Said list(s) will contain the employees' name, agency and reporting unit.

E. Home Address Mailings by the State

The State Controller's Office will mail CAPS information once per year to the home address of law enforcement-related employees, and non-law enforcement employees who have requested their home address be withheld from CAPS. Said material shall be provided by CAPS. The cost of this mailing shall be paid for by CAPS. CAPS agrees to hold the State harmless for any annual mail that does not reach Unit 10 employees.

F. Address and Communications Confidentiality

Employee work and home addresses, home telephone number, personal cellular telephone number and personal email address(es) shall be maintained as confidential by CAPS. CAPS shall take all reasonable steps to ensure the security of work and home addresses, home telephone number and personal email address(es), and shall not disclose or otherwise make them available to any person, entity, or organization. Employee addresses shall only be used by CAPS for representational purposes.

G. Nature of Material

CAPS agrees that any CAPS literature mailed to employees by the State will not be libelous, obscene, defamatory or of a partisan political nature or constitute a solicitation of any product or service unrelated to representation by the union.

H. Costs Reimbursable

CAPS agrees to pay necessary and reasonable costs incurred by the State Controller's Office to produce the necessary name/home/work address tape file on a monthly basis.

I. Hold Harmless and Indemnification

Notwithstanding any other provision of this Agreement, CAPS agrees to jointly defend this Section and to hold the State of California, its subdivisions and agents harmless in defending challenges of any nature arising as a result of this Section of the Agreement.

- J. The information under this section shall not be deemed to be public records and shall not be open to public inspection except as set forth in Government Code 6254.3.

CAPS Bargaining Team Chair

Signature: David Rist
David Rist (Mar 9, 2022 14:24 PST)

Mar 9, 2022

Principal Labor Relations Officer

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