

CAPS Counter Proposal

Bargaining Unit: 10

Date: June 23, 2022 at 2:24pm

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.9 AR 40

- A. ~~Effective the first pay period following ratification of this Agreement by the Legislature and CAPS, an~~ An employee who meets the below criteria shall be compensated with Alternate Range 40 pay (AR 40).
- B. Alternate Range 40 Criteria:
- Range B. This range shall apply to incumbents in positions approved by the California Department of Human Resources staff as having regular, direct responsibility for work supervision, on-the-job training, and work performance evaluation of at least two (2) inmates, wards, or resident workers who substantially replace civil service employees for a total of at least 173 allocated hours of inmates', wards', or resident workers' time per pay period.
- C. Any Unit 10 classifications may be considered for AR 40 compensation.
- D. Effective the first day of the pay period following ratification, the State agrees to eliminate the AR-40 provision of the Agreement for Unit 10 employees who work at an institution for the California Department of Corrections and Rehabilitation (CDCR) in the classifications of Associate Hazardous Materials Specialist (Class Code 3528) and Senior Hazardous Material Specialist (Technical) (Class Code 3527).
1. The salary **for these Unit 10 employees** of the ~~Unit 10 employees in CDCR~~ who are at Range A (status range) ~~and who are eligible by classification and work location as outlined above to receive Range B~~ will be changed to Range B. It is understood by the parties that Unit 10 employees in these classifications at an institution of the CDCR who receive Range B pay will continue to be expected to supervise inmate/wards workers.
 2. In accordance with the California Code of Regulations, Title 2, Section 427, for the purposes of salary calculations and comparisons for transfers, the maximum rate used is the lowest range which is the status Range A.
- E. Disputes regarding this section are grievable to the fourth step (CalHR level) of the grievance procedure as outlined in Article 9.

David Rist

David Rist

CAPS Bargaining Team Chair

Jul 21, 2022

Candace Murch

Candace Murch
Candace Murch (Jul 21, 2022 15:28 PDT)

CalHR Principal Labor Relations Officer

Jul 21, 2022

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CAPS R/O PROPOSAL

Bargaining Unit: 10

Date: July 13,
2022 at 1021am

Exclusive Representative: CAPS

Article: 3

Subject: Leaves

3.5 Parental Leave

- A. A department head or designee shall grant a female permanent employee's request for an unpaid leave of absence for purposes of pregnancy, childbirth, recovery therefrom or care for the newborn or adopted child for a period not to exceed one (1) year. The employee shall provide medical substantiation to support her request for pregnancy leave.
- B. A male spouse or male parent, or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297 who is a permanent employee, shall be entitled to an unpaid leave of absence for a period not to exceed one (1) year to care for ~~his/her~~ their newborn or adopted child.
- C. During the period of time an employee is on parental leave, ~~he/she~~ they shall be allowed to continue their health and dental benefits. The cost of these benefits shall be paid by the employee and the rate that the employee will pay will be the group rate.

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Candace Murch (Jul 21, 2022 15:28 PDT)

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CAPS PROPOSAL

Bargaining Unit: 10

Date: July 13,
2022 at 1022am

Exclusive Representative: CAPS

Article: 3

Subject: Leaves

3.13 Annual Leave

- A. Employees may elect to enroll in the annual leave program to receive annual leave credit in lieu of vacation and sick leave credits. Employees enrolled in the annual leave program may elect to enroll in the vacation and sick leave program at any time except that once an employee elects to enroll in either the annual leave program or vacation and sick leave program, the employee may not elect to enroll in the other program until 24 months has elapsed from date of enrollment.
- B. Each full-time employee shall receive credit for annual leave in lieu of the vacation and sick leave credits of this agreement in accordance with the following schedule:

1 month to 3 years.....	11 hours per month
37 months to 10 years.....	14 hours per month
121 months to 15 years.....	16 hours per month
181 months to 20 years.....	17 hours per month
20 years and over.....	18 hours per month

Part-time and hourly employees shall accrue proportional annual leave credits, in accordance with the applicable CalHR rules. Employees shall have the continued use of any sick leave accrued as of the effective date of this Agreement, in accordance with applicable laws, rules or memorandum of understanding. All provisions necessary for the administration of this Section shall be provided by CalHR rule or memorandum of understanding.

- C. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall earn annual leave credits as set forth in CalHR Rules 599.608 and 599.609. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- D. Employees who work in multiple positions may participate in annual leave, provided an election is made while employed in an eligible position subject to these provisions. Annual leave accrual for employees in multiple positions will be computed by combining all positions, as in vacation leave, provided the result does not exceed the amount earnable in full-time employment, and the rate of accrual shall be determined by the schedule which applies to the position or collective bargaining status under which the election was made.
- E. If an employee does not use all of the annual leave that the employee has accrued in a calendar year, the employee may carry over ~~his/her~~ their accrued annual leave credits to the following calendar year to a maximum of 640 hours. A department head or designee may permit an employee to carry over more than 640 hours of accrued hours because the employee:
 - (1) was required to work as a result of fire, flood, or other extensive emergency;
 - (2) was assigned work of a priority or critical nature over an extended period of time;
 - (3) was absent on full salary for compensable injury;

(4) was prevented by department regulations from taking annual leave until December 31 because of sick leave; or
(5) was on jury duty.

- F. The 640-hour cap shall be increased by the equivalent number of Personal Leave Program (PLP) 2020 hours BU 10 employees have been subject to until June 30, 2025.
- G. Upon termination from State employment, the employee shall be paid for accrued annual leave credits for all accrued leave time.
- H. The time when annual leave shall be taken by the employee shall be determined by the department head or designee. If on January 1 of each year an employee's annual leave bank exceeds the cap in Subsection E, the department may order the employee to take annual leave.
- I. Annual leave requests must be submitted in accordance with departmental policies on this subject. However, when two (2) or more employees on the same shift (if applicable) in a work unit (as defined by each department head or designee) request the same annual leave time and approval cannot be given to all employees requesting it, employees shall be granted their preferred annual leave period in order of State seniority.
- J. Each department head or designee will make every effort to act on annual leave requests in a timely manner.
- K. Annual leave that is used for purposes of sick leave is subject to the requirements set forth in Section 3.2, Sick Leave, of this agreement.
- L. The Enhanced Non-Industrial Disability Insurance (ENDI) in Section 3.14 applies only to those in the annual leave program described above in this Section.
- M. Employees who are currently subject to vacation and sick leave provisions may elect to enroll in the annual leave program at any time after 24 months has elapsed from date of last enrollment. The effective date of the election shall be the first day of the pay period in which the election is received by the appointing power. Once enrolled in annual leave, an employee shall become entitled to an Enhanced NDI benefit (50 percent of gross salary).
- N. BU 10 employees in Work Week Group 2 may request and use annual leave credits in 15-minute increments.

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