

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: david.rist@dtsc.ca.gov

Feb 10, 2022

CalHR Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

Feb 10, 2022

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 1
Subject: Recognition

Date:

1.1 Recognition

- A. Pursuant to Public Employment Relations Board (PERB) decision S-SR-10, the State recognizes CAPS as the exclusive negotiating agent for all employees in Bargaining Unit 10.
- B. Pursuant to Government Code Sections 19815.4 and 3517, CAPS recognizes the Director of the California Department of Human Resources or his/~~her~~their designee as the negotiating representative for the State and shall negotiate exclusively with the Director or his/~~her~~their designee, except as otherwise specifically spelled out in the Agreement.
- C. At such time that the State employer designates a position as confidential pursuant to Government Code Section 3513(f), the State shall mail a notice to CAPS of the confidential designation. CAPS shall have fifteen (15) calendar days after the mailing of such notice to protest the State's action. If CAPS elects to protest, the State shall meet-and-confer with CAPS in an effort to reach agreement. If the parties are unable to agree, the confidential designation dispute shall be submitted to PERB for resolution. If CAPS does not protest within the 15-day notice period, the confidential designation of a position shall be deemed agreeable to the parties and PERB shall be so advised.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

CAPS COUNTER PROPOSAL

Bargaining Unit: 10

Date: 12/16/22 @
1:15am

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.1 Salaries

- A. Effective November 1, 2022, Bargaining Unit 10 employees (except those in classifications listed in D and E below) shall receive a Special Salary Adjustment (SSA) of 2.5%.
- B. Effective July 1, 2023, all Bargaining Unit 10 employees shall receive a General Salary Increase (GSI) of 2%.
- C. Effective July 1, 2024, all Bargaining Unit 10 employees shall receive a General Salary Increase (GSI) of 2%.
- D. Effective November 1, 2022, Bargaining Unit 10 employees in the following classifications shall receive a 10% Special Salary Adjustment (SSA).

0181	VETERINARIAN (MEAT INSPECTION)
0177	VETERINARIAN (GENERAL)
0176	VETERIANARIAN SPECIALIST (GENERAL)
0180	VETERINARIAN SPECIALIST (MEAT INSPECTION)
0492	SENIOR SEED BOTANIST (SPECIALIST)
0493	ASSOCIATE SEED BOTANIST
0495	SEED BOTANIST
0501	SENIOR PLANT NEMATOLOGIST (SPECIALIST)
0512	ASSOCIATE PLANT NEMATOLOGIST
0531	SENIOR INSECT BIOSYSTEMATIST (SPECIALIST)
0534	ASSOCIATE INSECT BIOSYSTEMATIST
0537	INSECT BIOSYSTEMATIST
1273	ASSOCIATE PLANT PATHOLOGIST (DIAGNOSTICIAN)
1274	SENIOR PLANT PATHOLOGIST (DIAGNOSTICIAN) (SPECIALIST)
1272	PLANT PATHOLOGIST (DIAGNOSTICIAN)

- E. Effective November 1, 2022, Bargaining Unit 10 employees in the following classifications shall receive a 4% Special Salary Adjustment.

0762	ENVIRONMENTAL SCIENTIST
0765	SENIOR ENVIRONMENTAL SCIENTIST(SPECIALIST)
3529	HAZARDOUS MATERIALS SPECIALIST

0757	INTEGRATED WASTE MANAGEMENT SPECIALIST
1989	SENIOR INTEGRATED WASTE MANAGEMENT SPECIALIST
3824	JUNIOR INDUSTRIAL HYGIENIST
3855	ASSISTANT INDUSTRIAL HYGIENIST
3856	ASSOCIATE INDUSTRIAL HYGIENIST
5837	ENERGY ANALYST
4056	ASSOCIATE ENERGY SPECIALIST (TECHNOLOGY EVALUATION AND DEVELOPMENT)
4184	ENERGY COMMISSION SPECIALIST I (TECHNOLOGY EVALUATION AND DEVELOPMENT)
4185	ENERGY COMMISSION SPECIALIST II (TECHNOLOGY EVALUATION AND DEVELOPMENT)
4186	ENERGY COMMISSION SPECIALIST III (TECHNOLOGY EVALUATION AND DEVELOPMENT)
4598	ASSOCIATE ENERGY SPECIALIST (FORECASTING)
4947	ENERGY COMMISSION SPECIALIST I (FORECASTING)
4948	ENERGY COMMISSION SPECIALIST II (FORECASTING)
4949	ENERGY COMMISSION SPECIALIST III (FORECASTING)
4807	ENERGY RESOURCES SPECIALIST I
4806	ENERGY RESOURCES SPECIALIST II
4938	ASSOCIATE ENERGY SPECIALIST (EFFICIENCY)
4935	ENERGY COMMISSION SPECIALIST I (EFFICIENCY)
4936	ENERGY COMMISSION SPECIALIST II (EFFICIENCY)
4937	ENERGY COMMISSION SPECIALIST III (EFFICIENCY)
6230	JUNIOR INDUSTRIAL HYGIENE SPECIALIST, STATE COMPENSATION INSURANCE FUND
9322	ASSISTANT INDUSTRIAL HYGIENE SPECIALIST, STATE COMPENSATION INSURANCE FUND
9359	JUNIOR ERGONOMIC SPECIALIST, STATE COMPENSATION INSURANCE FUND
9360	ASSISTANT ERGONOMIC SPECIALIST, STATE COMPENSATION INSURANCE FUND
9361	ASSOCIATE ERGONOMIC SPECIALIST, STATE COMPENSATION INSURANCE FUND
3779	ASSISTANT HEALTH PHYSICIST
3781	JUNIOR HEALTH PHYSICIST
3803	ASSOCIATE HEALTH PHYSICIST
3931	SENIOR GEOLOGIST (SPECIALIST)
7941	ASSOCIATE TOXICOLOGIST
7978	STAFF TOXICOLOGIST (SPECIALIST)
5576	RESEARCH SCIENTIST I (CHEMICAL SCIENCES)
5577	RESEARCH SCIENTIST I (EPIDEMIOLOGY/BIOSTATISTICS)
5578	RESEARCH SCIENTIST I (MICROBIOLOGICAL SCIENCES)
5579	RESEARCH SCIENTIST I (PHYSICAL/ENGINEERING SCIENCES)
5580	RESEARCH SCIENTIST I (SOCIAL/BEHAVIORAL SCIENCES)
5581	RESEARCH SCIENTIST II (CHEMICAL SCIENCES)

5582	RESEARCH SCIENTIST II (EPIDEMIOLOGY/BIOSTATISTICS)
5585	RESEARCH SCIENTIST II (FOOD AND DRUG SCIENCES)
5587	RESEARCH SCIENTIST II (MICROBIOLOGICAL SCIENCES)
5588	RESEARCH SCIENTIST II (PHYSICAL/ENGINEERING SCIENCES)
5590	RESEARCH SCIENTIST II (SOCIAL/BEHAVIORAL SCIENCES)
5608	RESEARCH SCIENTIST IV (CHEMICAL SCIENCES)
5609	RESEARCH SCIENTIST IV (EPIDEMIOLOGY/BIOSTATISTICS)
5611	RESEARCH SCIENTIST IV (FOOD AND DRUG SCIENCES)
5612	RESEARCH SCIENTIST IV (MICROBIOLOGICAL SCIENCES)
5613	RESEARCH SCIENTIST IV (PHYSICAL/ENGINEERING SCIENCES)
5622	RESEARCH SCIENTIST IV (SOCIAL/BEHAVIORAL SCIENCES)
5625	RESEARCH SCIENTIST IV (VETERINARY SCIENCES)
7858	RESEARCH SPECIALIST V -VARIOUS STUDIES-
7867	RESEARCH SPECIALIST III -VARIOUS STUDIES- (U10)
7860	RESEARCH SPECIALIST II -VARIOUS STUDIES- (U10)
7861	RESEARCH SPECIALIST I -VARIOUS STUDIES-
7954	PUBLIC HEALTH MICROBIOLOGIST I
7948	PUBLIC HEALTH MICROBIOLOGIST II
7950	PUBLIC HEALTH MICROBIOLOGIST II – VIROLOGY
7940	PUBLIC HEALTH MICROBIOLOGIST SPECIALIST
7939	PUBLIC HEALTH MICROBIOLOGIST SPECIALIST (VIROLOGY)
7949	EXAMINER I LABORATORY FIELD SERVICES
7946	EXAMINER II LABORATORY FIELD SERVICES
7910	CYTOTECHNOLOGIST, LABORATORY FIELD SERVICES
8060	CHEMIST
8068	STAFF CHEMIST
0565	ASSISTANT PUBLIC HEALTH BIOLOGIST
0564	ASSOCIATE PUBLIC HEALTH BIOLOGIST
0563	SENIOR PUBLIC HEALTH BIOLOGIST
8057	SPECTROSCOPIST

Candace Murch

Candace Murch

Candace Murch (Dec 16, 2022 02:38 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac

Jacqueline Tkac

Jacqueline Tkac (Dec 16, 2022 02:46 PST)

CAPS Bargaining Chair

Dec 16, 2022

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

MG
MG

JS
JS

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changed 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

13.1 NO STRIKE

13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

13.5 REPRISALS

13.9 STATE-OWNED HOUSING RENTAL AND UTILITY RATES

15.4 CERTIFICATION OR REGISTRATION

15.5 DEPARTMENTAL ORIENTATION

15.7 VOLUNTEER TRAINING

16.1 LAYOFF AND REEMPLOYMENT

16.2 REDUCING THE ADVERSE EFFECTS OF LAYOFF

17.1 CLASSIFICATION CHANGES

19.1 REQUEST FOR REINSTATEMENT AFTER AWOL SEPARATION

19.2 INCOMPATIBLE ACTIVITIES

19.7 GROUP LEGAL SERVICES

19.10 CONTRACTING OUT

19.11 UNION/MANAGEMENT COMMITTEE ON STATE PAYROLL SYSTEM

TA'd

Signature: Margarita Gordus
Margarita Gordus (Sep 30, 2020 14:12 PDT)

Email: margarita.gordus@wildlife.ca.gov

Margarita Gordus, CAPS Bargaining Chair

TA'd

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Sep 30, 2020 14:24 PDT)

Email: Jacquelyn.Sanders@epic.edu

Jacquelyn Sanders, CalHR Principal Labor Relations Officer

CAPS ROLL OVER PROPOSAL

Bargaining Unit: 10

Date: April 7, 2021;
4:01PM

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.3 Night Shift Differential

Unit 10 employees who regularly work shifts shall receive a night shift differential as set forth below:

- A. Employees shall qualify for the first night shift pay differential of 40 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 6:00 p.m. and 12:00 midnight.
- B. Employees shall qualify for the second night shift pay differential of 50 cents per hour where four (4) or more hours of the regularly scheduled work shift fall between 12:00 midnight and 6:00 a.m.
- C. A "regularly scheduled work shift" is regularly assigned work hours established by the department director or designee.

Jun 15, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 15, 2021 15:17 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 15, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

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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CM

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Management Counter Proposal

1. An employee meeting the bilingual differential pay criteria during the entire monthly pay period would receive a maximum ~~\$100.00~~ 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 ~~\$4.61~~ 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.

Management Counter Proposal

- H. Employees will not receive bilingual salary compensation for overtime hours worked, except upon separation from State service, regardless of total hours during the pay period. Agencies may not include bilingual salary compensation when computing overtime rates.
- I. Employees receiving regular bilingual differential pay will have their transfer rights determined from the maximum step of the salary range for their class. Incumbents receiving bilingual pay will have the same transfer opportunities that other class incumbents are provided.
- J. The bilingual differential pay shall be included in the rate used to calculate temporary disability; industrial disability and non-industrial disability leave benefits.

CAPS Bargaining Chair

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

Email: david.rist@dtsc.ca.gov

Apr 14, 2022

Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

Apr 14, 2022

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

MG
MG

JS
JS

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 11:38 PDT)

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jul 28, 2021 11:47 PDT)

Email: margarita.gordus@wildlife.ca.gov

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Jul 28, 2021

Jul 28, 2021

Page 1 of 1

CAPS Counter Rollover Proposal

Bargaining Unit: 10

Date: August 12, 2021; 11:05AM

Exclusive Representative: CAPS

Article: 2

Subject: 2.7 Diving/Climbing Pay

- A. Incumbents in classifications currently eligible to receive diving pay shall continue to receive the differential at the rate of \$25.00 per each hour for all payable hours of the day of the dive, including overtime, regardless of the number or duration of dives performed during the period. For this purpose, a day is defined as a calendar day. Upon departmental approval, new classes may be added to the eligible list and employees meeting these diving pay criteria will be so compensated.
- B. Effective upon agreement, Department of Industrial Relations (DIR) employees who are required to climb a tower crane, or any other structure in which the employee is required to use climbing equipment, to a height of thirty (30) feet or more for the purpose of conducting an inspection or investigation shall receive an hourly differential of ten dollars (\$10) per actual climbing hour. Said employee may be required to successfully complete training prescribed by the Division of Occupational Safety and Health as a condition of employment in positions necessitating climbing.
- C. Employees who "climb" pursuant to above will receive a minimum of one hour of climbing pay during the first hour of climbing each day. Additional times spent climbing after the first hour during the same day will be rounded to the nearest quarter hour.
- D. Departments who have Unit 10 employees who conduct work in small aircrafts will collect data on how many flight hours those employees actually accumulate on an annual basis. This information will be provided to the Union.

CAPS Bargaining Team

Signature: Margarita Gordus
Margarita Gordus (Aug 13, 2021 14:33 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 13, 2021

Principal Labor Relations Representative

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 13, 2021 14:45 PDT)

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Aug 13, 2021

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORS

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

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3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

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5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

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 15:18 PDT)

CalHR Principal Labor Relations Officer
Jul 21, 2022 Page 1 of 1

Management Counter Proposal

Bargaining Unit: 10

Date: February 23, 2022 @11:19 am

Re-passed August 17, 2022 @ 2:05 pm

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.10 Recruitment and Retention Differentials

A. Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons.

1. Employees who are employed at Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons, Department of Corrections for twelve (12) consecutive qualifying pay periods, shall be eligible for a recruitment and retention bonus of \$2,600.00, payable thirty (30) days following the completion of the twelve (12) consecutive qualifying pay periods.
2. If an employee voluntarily terminates, transfers, or is discharged prior to completing twelve (12) consecutive pay periods at Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons, there will be no pro-rata payment for those months at any facility.
3. If an employee is mandatorily transferred by the Department, ~~he/she~~ they shall be eligible for a pro-rata share for those months served.
4. If an employee promotes to a different facility, or department other than Avenal, Ironwood, Calipatria, Centinela, Chuckawalla Valley, Pelican Bay, California Correctional Center, and High Desert State Prisons prior to completion of the twelve (12) consecutive qualifying pay periods, there shall be no pro-rata to this recruitment and retention bonus. After completing the twelve (12) consecutive qualifying pay periods, an employee who promotes within the Department will be entitled to a pro-rata share of the existing retention bonus.
5. Part-time and intermittent employees shall receive a pro-rata share of the annual recruitment and retention differential based on the total number of hours worked excluding overtime during the twelve (12) consecutive qualifying pay periods.
6. Annual recruitment and retention payments shall not be considered as compensation for purposes of retirement contributions.
7. Employees on IDL, as outlined in Section 5.6 of this contract, shall continue to receive this stipend.

Management Counter Proposal

8. If an employee is granted a leave of absence, the employee will not accrue time toward the twelve (12) qualifying pay periods, but the employee shall not be required to restart the calculation of the twelve (12) qualifying pay periods ~~at all~~ ~~over~~. For example, if an employee has worked four (4) months at the qualifying institution and then takes six (6) months' parental leave, the employee will have only eight (8) additional qualifying pay periods before receiving the initial payment of \$2,600.00.

Candace Murch


Candace Murch

Candace Murch (Dec 16, 2022 02:46 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac


Jacqueline Tkac (Dec 16, 2022 02:49 PST)

CAPS Bargaining Chair

Dec 16, 2022

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 2
Subject: Salaries

Date: October 14, 2020

2.11 Out-of-State Pay Differential

Employees in the following classes that are headquartered out-of-state will receive a pay differential of \$346.00 per month:

<u>Schematic Code</u>	<u>Class Title</u>
AC05	Pest Prevention Assistant I
AC10	Pest Prevention Assistant II
AC15	Pest Prevention Assistant III

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Nov 12, 2020 11:06 PST)

Email: margarita.gordus@wildlife.ca.gov

PS Bargaining Team Chair

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Nov 17, 2020 16:11 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Management Counter Proposal

Bargaining Unit: 10

Date: August 13, 2021; 11:17AM

Exclusive Representative: CAPS

Article:

Subject: 2.12 Lump Sum Leave Cash Out Upon Separation

- A. To the extent permitted by federal and state law, employees who separate from State service who are otherwise eligible to cash out their leave balance, may ask the State to tax defer and transfer a designated ~~monthly~~ amount from their ~~cash payment~~ lump sum leave cash out election into their existing 457(b) and/or 401(k) plan offered through the State's Savings Plus Program (Savings Plus) (~~SPP~~).
- B. If an employee does not have an existing 457(b) and/or 401(k) plan account, ~~he/she~~ the employee ~~must~~ should enroll in ~~the SPP~~ Savings Plus and become a participant in one or both plans prior to the his/her date of separation.
- C. Such transfers are subject to and contingent upon all statutes, laws, rules and regulations authorizing such transfers including those governing the amount of annual deferrals.
- D. Employees electing to make such a transfer (via traditional or Roth contribution) shall bear full tax liability, if any, for the leave transferred which exceeds the annual limits (e.g., "over defers").
- E. Implementation, continuation and administration of the Defined Contribution Plans is expressly subject to and contingent upon compliance with the ~~SPP's~~ Savings Plus governing Plan documents (which may, at the State's discretion, be amended from time to time), and applicable federal and state laws, rules and regulations.
- F. Disputes arising under this section of the MOU shall not be subject to the grievance and arbitration provision of this agreement.

CAPS Bargaining Team

Signature: Margarita Gordus
Margarita Gordus [Aug. 13, 2021 14: 13 PDT]

Email: margarita.gordus@wildlife.ca.gov

Aug 13, 2021

Principal Labor Relations Representative

Signature: Jacquelyn Sanders
Jacquelyn Sanders [Aug 13, 2021 14:45 PDT]

Email: jacquelyn.sanders@calhr.ca.gov

Aug 13, 2021

Section 2.13 Intentionally Blank

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;

MG
MG

JS
JS

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.

Management Proposal

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 23, 2022 @11:15 am

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.15 Salary and Alternate Range Disclosure

State departments shall be required to disclose the salary range and Alternate Range criteria when offering a position to a prospective employee.

Bargaining Team Chair

Signature: David Rist
David Rist (Feb 24, 2022 11:19 PST)

Email: david.rist@dtsc.ca.gov

Feb 24, 2022

Principal Labor Relations

Signature: Candace Murch
Candace Murch (Feb 24, 2022 11:23 PST)

Email: candace.murch@calhr.ca.gov

Feb 24, 2022

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 2
Subject: Salaries

Date:

2.16 Range Change Deferral

If eligible, employees shall receive, upon movement to an alternate range, the salary and MSA provided in the Alternate Range Criteria for the class. If there are no specific salary regulations provided in the Alternate Range Criteria, the employee shall receive the salary and MSA as provided in Salary Rule 599.681.

Employees, at their discretion, who are eligible for a range change may defer their range change up to three (3) qualifying pay periods in order to coincide the range change with the effective date of the MSA.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

Management Proposal

Bargaining Unit: 10

Date: June 9, 2022 @ 4:57 pm

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.17 Educational Pay Differential

- A. Effective the first day of the pay period following ratification, ~~all CAPS represented employees who work in a classification that requires possession of a masters' degree as a condition of employment~~ identified in Appendix 1 and possess a master's degree shall receive a monthly pay differential of two (2) percent of base salary.
- B. Effective the first day of the pay period following ratification, ~~all CAPS represented employees who work in a classification~~ identified in Appendix 2 and possess a doctoral degree or a degree of Doctor of Medicine that requires possession of a doctoral degree or a degree of Doctor of Medicine, as a condition of employment shall receive a monthly pay differential of three (3) percent of base salary.
- C. Eligibility criteria listed in A and B above may not be combined and rates are not cumulative.
- D. When an employee meets the criteria listed in both A and B above, the employee shall only be eligible for one amount based on the highest degree held.
- E. This differential shall not be considered compensation for purposes of retirement contributions.
- F. In order to qualify for the educational pay differential, employees shall have a master's degree, doctoral degree or Doctor of Medicine from an accredited institution and be in one of the classifications identified in Appendix 1 or Appendix 2.

Candace Murch

Candace Murch

Candace Murch (Dec 16, 2022 02:47 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac

JT
Jacqueline Tkac (Dec 16, 2022 02:50 PST)

CAPS Bargaining Chair

Dec 16, 2022

BU 10 Represented and Excluded
Classes That Require a License

Appendix 2			
CLASS CODE	CBID	CLASS TITLE	EDUCATION QUALIFICATIONS
			Possession of PHD or MD
7941	R10	ASSOCIATE TOXICOLOGIST	PHD
7978	R10	STAFF TOXICOLOGIST (SPECIALIST)	PHD
5608	R10	RESEARCH SCIENTIST IV (CHEMICAL SCIENCES)	PHD/MD
5609	R10	RESEARCH SCIENTIST IV (EPIDEMIOLOGY/BIOSTATISTICS)	PHD/MD
5611	R10	RESEARCH SCIENTIST IV (FOOD AND DRUG SCIENCES)	PHD/MD
5612	R10	RESEARCH SCIENTIST IV (MICROBIOLOGICAL SCIENCES)	PHD/MD
5613	R10	RESEARCH SCIENTIST IV (PHYSICAL/ENGINEERING SCIENCES)	PHD/MD
5622	R10	RESEARCH SCIENTIST IV (SOCIAL/BEHAVIORAL SCIENCES)	PHD/MD
5625	R10	RESEARCH SCIENTIST IV (VETERINARY SCIENCES)	PHD/MD
5627	R10	RESEARCH SCIENTIST V (CHEMICAL SCIENCES)	PHD/MD
5629	R10	RESEARCH SCIENTIST V (EPIDEMIOLOGY/BIOSTATISTICS)	PHD/MD
5631	R10	RESEARCH SCIENTIST V (FOOD AND DRUG SCIENCES)	PHD/MD
5634	R10	RESEARCH SCIENTIST V (MICROBIOLOGICAL SCIENCES)	PHD/MD
5635	R10	RESEARCH SCIENTIST V (PHYSICAL/ENGINEERING SCIENCES)	PHD/MD
5636	R10	RESEARCH SCIENTIST V (SOCIAL/BEHAVIORAL SCIENCES)	PHD/MD
5637	R10	RESEARCH SCIENTIST V (VETERINARY SCIENCES)	PHD/MD
8057	R10	SPECTROSCOPIST	PHD
0177	R10	VETERINARIAN (GENERAL)	PHD/DVM
0176	R10	VETERINARIAN SPECIALIST (GENERAL)	PHD/DVM
0181	R10	VETERINARIAN (MEAT INSPECTION)	PHD/DVM
0180	R10	VETERINARIAN SPECIALIST (MEAT INSPECTION)	PHD/DVM
5591	R10	RESEARCH SCIENTIST III (CHEMICAL SCIENCES)	PHD
5594	R10	RESEARCH SCIENTIST III (EPIDEMIOLOGY/BIOSTATISTICS)	PHD
5596	R10	RESEARCH SCIENTIST III (FOOD AND DRUG SCIENCES)	PHD
5599	R10	RESEARCH SCIENTIST III (MICROBIOLOGICAL SCIENCES)	PHD
5604	R10	RESEARCH SCIENTIST III (PHYSICAL/ENGINEERING SCIENCES)	PHD
5605	R10	RESEARCH SCIENTIST III (SOCIAL/BEHAVIORAL SCIENCES)	PHD
5606	R10	RESEARCH SCIENTIST III (VETERINARY SCIENCES)	PHD
0534	R10	ASSOCIATE INSECT BIOSYSTEMATIST	PHD
0512	R10	ASSOCIATE PLANT NEMATOLOGIST	PHD
1273	R10	ASSOCIATE PLANT PATHOLOGIST (DIAGNOSTICIAN)	PHD
0493	R10	ASSOCIATE SEED BOTANIST	PHD
3755	R10	ASSOCIATE SEISMOLOGIST	PHD
0531	R10	SENIOR INSECT BIOSYSTEMATIST (SPECIALIST)	PHD
0501	R10	SENIOR PLANT NEMATOLOGIST (SPECIALIST)	PHD
1274	R10	SENIOR PLANT PATHOLOGIST (DIAGNOSTICIAN) (SPECIALIST)	PHD
0492	R10	SENIOR SEED BOTANIST (SPECIALIST)	PHD

CAPS COUNTER PROPOSAL

Bargaining Unit: 10

Date: 12/16/22 @
1:16am

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.18 Geographical Pay Differential

- A. Effective the first day of the pay period following ratification by both parties, all Bargaining Unit 10 employees whose worksite is located in Alameda, Contra Costa, Marin, San Mateo, Santa Clara or San Francisco County shall receive a monthly \$250 differential.
- B. The differential is subject to an employee working a qualifying pay period.
- C. This differential shall not be considered compensation for the purposes of retirement contributions.
- D. Employees on IDL shall continue to receive this differential.
- E. In the event a worksite is relocated out of one of the counties listed above, this differential shall cease at the end of the month the relocation occurs.
- F. If an employee transfers out of one of the counties listed above, the differential shall cease at the end of the month the transfer occurs.

Candace Murch

Candace Murch

Candace Murch (Dec 16, 2022 02:48 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac

Jacqueline Tkac

Jacqueline Tkac (Dec 16, 2022 02:51 PST)

CAPS Bargaining Chair

Dec 16, 2022

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: December 15, 2022 @ 5:23pm

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.20 NEW - CalHR Total Compensation Report Joint Labor Management Committee

- A. The parties agree to form a Joint Labor Management Committee (JLMC) who will meet and discuss the components, including the criteria, comparators, and the methodology utilized for Unit 10 in the CalHR Total Compensation Report, created pursuant to California Government Code section 19826, subdivision (c). Topics may include geographical status, longevity in tenure with the state, classification selection, gender pay equity of the Unit and other related topics tied to this provision.
- B. The Joint Labor Management Committee will be comprised of at least six (6) CAPS representatives and six (6) representatives from the State which includes CalHR. Additional participants may be added by mutual agreement. The CAPS representatives will serve without loss of compensation and all other expenses, including travel, shall be the responsibility of CAPS. The first meeting of the Joint Labor Management Committee will occur no later than eighteen (18) months prior to the expiration of the MOU.

Candace Murch

Candace Murch

Candace Murch (Dec 16, 2022 02:50 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac

Jacqueline Tkac

Jacqueline Tkac (Dec 16, 2022 02:51 PST)

CAPS Bargaining Chair

Dec 16, 2022

Management Counter Proposal

Bargaining Unit: 10

Date: June 9, 2022 @ 5:06 pm

Exclusive Representative: CAPS

Article: 2

Subject: Salaries

2.xxx New – Department of Industrial Relations (DIR) Certification Credential Differential

- A. Effective the first day of the pay period following ratification by both parties, employees in DIR in the classifications listed below who achieve and maintain either a Certified Associate Industrial Hygienist Credential (CAIH) or a Certified Industrial Hygienist (CIH) credential issued by the Board for Global Environment, Health, and Safety Credentialing (formerly the American Board of Industrial Hygiene) shall receive a monthly pay differential as outlined below.

<u>3824</u>	<u>JUNIOR INDUSTRIAL HYGIENIST</u>
<u>3855</u>	<u>ASSISTANT INDUSTRIAL HYGIENIST</u>
<u>3856</u>	<u>ASSOCIATE INDUSTRIAL HYGIENIST</u>

- B. An employee in an eligible classification who achieves and maintains a CAIH credential shall receive a monthly pay differential of two percent (2%) of base pay.

- C. An employee in an eligible classification who achieves and maintains a CIH credential shall receive a monthly pay differential of three percent (3%) of base pay.

- D. Eligibility criteria listed in B and C above may not be combined and rates are not cumulative.

- E. An employee cannot receive a monthly pay differential for both the CAIH credential and the CIH credential. The maximum monthly pay differential for which an employee is eligible is based on the highest credential held and maintained.

- F. This differential shall not be considered compensation for purposes of retirement contributions.

- G. This differential will be paid based on a qualifying pay period.

- H. In order to continue to qualify for this differential, employee must maintain their held credential.

Candace Murch

Candace Murch

Candace Murch (Dec 16, 2022 02:49 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac

Jacqueline Tkac

Jacqueline Tkac (Dec 16, 2022 09:08 PST)

CAPS Bargaining Chair

Dec 16, 2022

CAPS COUNTER PROPOSAL

Bargaining Unit: 10

Date: April 20, 2022 @
1:11PM

Exclusive Representative: CAPS

Article: 3

Subject: Leaves

3.1 Vacation Leave

- A. Employees shall not be entitled to vacation leave credit for the first six (6) months of service. On the first day of the monthly pay period following completion of six (6) qualifying monthly pay periods of continuous service, all full-time employees covered by this Section shall receive a one-time vacation bonus of 42 hours of vacation credit. Thereafter, for each additional qualifying monthly pay period, the employee shall be allowed credit for vacation with pay on the first day of the following monthly pay period as follows:

7 months to 3 years.....	7 hours per month
37 months to 10 years.....	10 hours per month
121 months to 15 years.....	12 hours per month
181 months to 20 years.....	13 hours per month
20 years and over.....	14 hours per month

1. An employee who returns to State service after an absence of six (6) months or longer caused by a permanent separation shall receive a one-time vacation bonus on the first monthly pay period following completion of six (6) qualifying pay periods of continuous service in accordance with the employee's total State service before and after the absence.
- B. Breaks in employment of eleven (11) work days or more, including unpaid leaves of absence, shall not be counted as qualifying service for vacation purposes set forth under Subsection A above. Absences from State service resulting from a temporary or permanent separation for more than eleven (11) consecutive working days which fall into two (2) consecutive qualifying pay periods shall disqualify the second pay period.
- C. Employees working less than full-time accrue vacation in accordance with the applicable CalHR rules.
- D. If an employee does not use all of the vacation that the employee has accrued in a calendar year, the employee may carry over his/her their accrued vacation credits to the following calendar year to a maximum of 640 hours, unless subjected to the cap increase specified in Subsection E below. A department head or designee may permit an employee to carry over more than 640 hours, or the hours allowed by Subsection E below, whichever is greater, of accrued vacation leave hours if an employee was unable to reduce his/her their 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 vacation until December 31 because of sick leave;
5. Was on jury duty; or
6. Was prevented by the department head or designee from utilizing accrued vacation.

It is the employee's responsibility to utilize all vacation hours in excess of the 640 hours cap by the end of each calendar year unless otherwise prevented from doing so as enumerated in Items (1) through (6) above. Whenever an employee's vacation accumulation exceeds 640 hours or the hours allowed in Subsection E below, whichever is greater, the department head or designee has the right to order the employee to submit a vacation request which will demonstrate how and when the employee plans to use any hours which will exceed the cap by the end of the calendar year. If the employee does not use the time as planned for reasons other than those listed above, the department head or designee may then order the employee to take the excess time at the convenience of the department.

- E. 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.
- F. Upon termination from State employment, the employee shall be paid for accrued vacation credits for all accrued vacation time.
- G. The time when vacations shall be taken by the employee shall be determined by the department head or designee. If an employee's vacation accumulation will exceed the vacation cap in Subsection D at any time during a calendar year, the department head or designee has the right to order the employee to take vacation during the calendar year.
- H. Vacation requests must be submitted in accordance with departmental policies on this subject. However, when two or more employees on the same shift (if applicable) in a work unit (as defined by each departmental head or designee) request the same vacation time and approval cannot be given to all employees requesting it, employees shall be granted their preferred vacation period in order of seniority (defined as total months of State service in the same manner as vacation is accumulated). When two or more employees have the same amount of State service, department seniority will be used to break the tie. Vacation schedules which have been established in a work unit, pursuant to the seniority provisions in this Section, shall not be affected by employee(s) entering the unit after the schedule has been established.
- I. Each department head or designee will make every effort to act on vacation requests in a timely manner.
- J. Vacations will be canceled only when operational needs require it.
- K. BU 10 employees in Work Week Group 2 may request and use vacation leave credits in 15-minute increments.

CAPS Bargaining Committee Chair

Signature: David Rist
David Rist (Apr 21, 2022 10:57 PDT)

Email: david.rist@dtsc.ca.gov

Apr 21, 2022

Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch (Apr 21, 2022 11:01 PDT)

Email: candace.murch@calhr.ca.gov

Apr 21, 2022

Management Counter Proposal

Bargaining Unit: 10

Date: July 28, 2021; 12:03PM

Exclusive Representative: CAPS

Article: 3

Subject: 3.2 Sick Leave

- A. As used in this section, "sick leave" means the necessary absence from duty of an employee because of:
1. Illness or injury, including illness or injury relating to pregnancy.
 2. Exposure to a contagious disease which is determined by a physician to require absence from work.
 3. Dental, eye, and other physical or medical examination or treatment by a licensed practitioner.
 4. Absence from duty for attendance upon the employee's ill or injured parent, spouse, mother, father, husband, wife, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, sibling, grandparent, grandchild, son, daughter, brother, or sister, or any person residing in the immediate household. Such absence shall be limited to six (6) workdays per occurrence or, in extraordinary situations, to the time necessary for care until physician or other care can be arranged.
 - a. "Child" as defined by Labor Code 245.5 and Unemployment Insurance Code 3302, meaning biological, adopted, or foster child, stepchild, legal ward, child of a domestic partner, or child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
 - b. "Parent" as defined by Labor Code 245.5, meaning a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
 5. Being a victim of domestic violence, sexual assault, or stalking.
- B. A full-time employee who has eleven (11) or more working days of service in a monthly pay period shall be eligible for up to eight (8) hours of sick leave credit. On the first day of the monthly pay period following completion of each qualifying pay period of service, each full-time employee shall earn eight (8) hours of credit for sick leave with pay.

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MG

JS
JS

Management Counter Proposal

- C. Credit for less than full-time employees shall be computed as follows:
1. Part-time employees. On the first day of the monthly pay period following completion of each monthly pay period of continuous service, each part-time employee shall be allowed, on a pro rata basis, the fractional part of eight (8) hours credit for sick leave with pay.
 2. Multiple positions under this rule:
 - a. An employee holding a position in State service in addition to the primary full-time position with the State shall not receive credit for sick leave with pay for service in the additional position;
 - b. Where an employee holds two (2) or more "less than full-time positions," the time worked in each position shall be combined for purposes of computing credits for sick leave with pay, but such credits shall not exceed the amount earned for (8 hours per pay period) full-time employment credit.
- D. The department head or designee shall approve sick leave only after having ascertained that the absence is for an authorized reason and may require the employee to submit substantiating evidence including, but not limited to, a physician's or licensed practitioner verification. The State recognizes the confidential nature of the relationship between the health care provider and patient. However, such substantiation shall include, but not be limited to, the general nature of the employee's illness or injury and prognosis (i.e., the anticipated length of the absence, any restrictions upon return to work that prevent the employee from performing the full range of his/her normal work assignment and anticipated future absences). If the department head or designee does not consider the evidence adequate, the request for sick leave shall be disapproved. Upon request, a denial of sick leave shall be in writing stating the reason for denial.
- E. An employee may be required to provide a physician's or licensed practitioner's verification of sick leave when:
1. The employee has a demonstrable pattern of sick leave abuse; or
 2. The supervisor believes the absence was for an unauthorized reason.
- F. Sick leave may be accumulated without limit.
- G. Sick leave may be requested and taken in fifteen (15) minute increments.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 5, 2021 15:16 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 5, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 5, 2021 15:18 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Aug 5, 2021

CAPS ROLL OVER

Bargaining Unit: 10

Date: November 12, 2020;
1:53PM

Exclusive Representative: CAPS

Article: 3

Subject: Leaves

3.3 Family Medical Leave Act (FMLA)

- A. An eligible employee, as defined by FMLA regulations, shall be entitled to a maximum of twelve (12) workweeks (480 hours) FMLA leave per calendar year and all other rights set forth in the FMLA.
- B. Employees shall be entitled to leave up to a total of 12 weeks for the current calendar year in accordance with FMLA regulations.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Dec 2, 2020 08:23 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Dec 2, 2020 13:12 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 3
Subject: Leaves

Date: October 14, 2020

3.4 Bereavement Leave

- A. A department head or designee shall authorize bereavement leave with pay for a permanent or probationary full-time State employee due to the death of ~~his/her~~ their parent, stepparent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, child, stepchild, brother, sister, or death of any person residing in the immediate household of the employee at the time of death. An intervening period of absence for medical reasons shall not be disqualifying when, immediately prior to the absence, the person resided in the household of the employee. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) per occurrence. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request upon the employee's return to work.
- B. A department head or designee shall authorize bereavement leave with pay for a permanent full-time or probationary employee due to the death of a grandchild, grandparent, aunt, uncle, niece, nephew, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, or brother-in-law. Such bereavement leave shall be authorized for up to three (3) eight-hour days (24 hours) in a fiscal year. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the employee's supervisor, provide substantiation to support the request.
- C. If the death of a person as described above requires the employee to travel over 400 miles one way from his/her their home, additional time off with pay shall be granted for two (2) additional days which shall be deducted from accrued sick leave. Should additional leave be necessary, the department head or designee may authorize the use of existing leave credits or authorized leave without pay.
- D. Employees may utilize their annual leave, vacation, CTO, or any other earned leave credits for additional time required in excess of time allowed in A or B above. Sick leave may be utilized for Bereavement Leave in accordance with the Sick Leave provision of this agreement.
- E. Fractional time base (part-time) employees will be eligible for bereavement leave on pro rata basis, based on the employees' fractional time base.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Nov 12, 2020 13:06 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Nov 17, 2020 16:11 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

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.

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

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 3
Subject: Leaves

Date: October 14, 2020

3.6 Union Leave

CAPS shall have the choice of requesting an unpaid leave of absence or a paid leave of absence (union leave) for a CAPS representative. An unpaid leave of absence may be granted by the State pursuant to the unpaid leave of absence provision in this CAPS Agreement. A union leave may also be granted at the discretion of the affected department head or designee in accordance with the following:

- A. A union leave shall assure an employee the right to ~~his/her~~ their former position upon termination of the leave. The term "former position" is defined in Government Code Section 18522.
- B. CAPS agrees to reimburse the affected department(s) for the full amount of the affected employee's salary, plus an additional amount equal to thirty-one (31) percent of the affected employee's salary, for all the time the employee is off on a union leave. Billing shall be for actual time on leave.
- C. The affected employee shall have no right to return from a union leave earlier than the agreed upon date without the approval of the employee's appointing power.
- D. Except in emergencies or layoff situations, a union leave shall not be terminated by the department head or designee prior to the expiration date.
- E. Employees on a union leave shall suffer no loss of compensation or benefits.
- F. Whether or not time for a union leave is counted for merit purposes shall be determined by the State Personnel Board and such determination shall not be grievable or arbitrable.
- G. Employees on union leave under this provision and CAPS shall waive any and all claims against the State for Workers' Compensation and Industrial Disability Leave.
- H. In the event an employee on a union leave, as discussed above, files a workers' compensation claim against the State of California or any agency thereof, for an injury or injuries sustained while on a union leave, CAPS agrees to indemnify and hold harmless the State of California or agencies thereof, from both Workers' Compensation Liability and any costs of legal defense incurred as a result of the filing of the claim.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Nov 12, 2020 1:06 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Nov 17, 2020 16:11 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

CAPS PROPOSAL

Bargaining Unit: 10

Date: November 12, 2020;
2:02PM

Exclusive Representative: CAPS

Article: 3

Subject: Leaves

3.7 Unpaid Leave of Absence

- A. A department head or designee may grant an unpaid leave of absence for a period not to exceed one (1) year. The employee shall provide substantiation to support the employee's request for an unpaid leave of absence.
- B. Except as otherwise provided in Subsection C below, an unpaid leave of absence shall not be granted to any employee who is accepting some other position in State employment; or who is leaving State employment to enter other outside employment; or does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence. A leave, so granted, shall assure an employee the right to his/her former position upon termination of the leave. The term "former position" is defined in Government Code section 18522.
- C. An unpaid leave of absence may be granted for, but not limited to, the following reasons:
1. Union activity;
 2. For temporary incapacity due to illness or injury;
 3. To be loaned to another governmental agency for performance of a specific assignment;
 4. To seek or accept other employment during a layoff situation or otherwise lessen the impact of an impending layoff;
 5. Education; ~~or~~
 6. Research project; or
 7. Personal or family matters.
- D. Extensions of an unpaid leave of absence may be requested by the employee and may be granted by the department head or designee.
- E. A leave of absence shall be terminated by the department head or designee: (1) at the expiration of the leave; or (2) prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the revocation.
- F. Upon request by the employee, a leave of absence may be terminated by the department head or designee prior to the expiration date with written notice at least thirty (30) work days prior to the effective date of the termination.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Dec 2, 2020 08:23 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Dec 2, 2020 13:32 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Management Counter Proposal

Bargaining Unit: 10

Date: July 28, 2021; 11:44AM

Exclusive Representative: CAPS

Article:

Subject: 3.8 Jury Duty

- A. An employee shall be allowed such time off without loss of compensation as is required in connection with mandatory jury duty. If payment is made for such time off, the employee is required to remit to the State jury fees received. An employee may be allowed time off without loss of compensation if approved by the department head or designee for voluntary jury duty such as grand jury.
- B. An employee shall notify his/her their supervisor immediately upon receiving notice of jury duty.
- C. If an employee elects to use accrued vacation leave, annual leave, personal leave or compensating time off CTO while on jury duty, the employee is not required to remit jury fees.
- D. For purposes of this Section, "jury fees" means fees received for jury duty excluding payment for mileage, parking, meals, or other out-of-pocket expenses.
- E. If an employee is assigned an approved alternate work week schedule, the employee is not required to return to work after an eight (8) hour period of jury duty has been served.
- F. At the employee's request, an approved alternate work schedule (e.g. 9/8/80, 4/10/40, etc.) may temporarily revert to a standard work schedule of 5/8/40 Monday through Friday in full week increments for the duration of the jury duty assignment. For the purpose of this Section, a work week is defined as 12:00 a.m. Sunday through 11:59 p.m. Saturday.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 5, 2021 15:16 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 5, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 5, 2021 15:18 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Aug 5, 2021

CAPS COUNTER PROPOSAL

Bargaining Unit: 10

Date: August 17, 2022 @
11:24AM

Exclusive Representative: CAPS

Article: 3

Subject: Leaves

3.9 Non-Industrial Disability Insurance

Bargaining Unit 10 employees will be eligible for Non-Industrial Disability Insurance (NDI) until the Unit has transitioned to State Disability Insurance (SDI) to ensure that Disability Insurance coverage is available during the transition period. The transition period is defined as completed once Unit 10 has contributed to the SDI program for six (6) months. After this 6-month transition period, NDI will no longer be the Disability Insurance Program for Bargaining Unit 10 employees except otherwise noted in Section 3.24.

- A. Non-Industrial Disability Insurance (NDI) is a program for State employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- B. For periods of disability commencing on or after October 1, 1984, eligible employees shall receive NDI payments at 60 percent of their full pay, not to exceed \$135 per week, payable monthly for a period not exceeding 26 weeks for any one disability period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays.
- C. The employee shall serve a ten (10) consecutive calendar day waiting period before NDI payments commence for each disability. Accrued vacation or sick leave balances may be used to cover the waiting period. The waiting period may be waived commencing with the first full day of confinement in a hospital or nursing home for at least one full day. A full day is defined as a 24-hour period starting at midnight.
- D. If the employee elects to use vacation, annual leave, personal leave, or sick leave credits prior to receiving NDI payments, ~~he or she is~~ they are not required to exhaust the accrued leave balance.
- E. Following the start of NDI payments, an employee may, at any time, switch from NDI to sick leave, or vacation leave, annual leave, personal leave, or catastrophic leave but may not return to NDI until that leave is exhausted.
- F. In accordance with the State's "return to work" policy, an employee who is eligible to receive NDI benefits and who is medically certified as unable to return to full-time work during the period of his or her disability, may upon the discretion of his or her appointing power work those hours (in hour increments) which, when combined with the NDI benefit, will not exceed 100 percent of regular "full pay." This does not qualify the employee for a new disability period under B of this article. The appointing power may require an employee to submit to a medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

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- G. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, NDI benefits will be terminated effective the date of the offer.
- H. Where employment is intermittent or irregular, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- I. All other applicable Department laws and regulations not superseded by these provisions will remain in effect.
- J. Upon approval of NDI benefits, the State may issue an employee a salary advance if the employee so requests.
- K. All appeals of a denial of an employee's NDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to the denial of an individual's benefits.

CAPS Bargaining Chair

David Rest

Aug 22, 2022

*CALHR Principal Labor Relations Officer
Camelae Munch
Aug 22, 2022*

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

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CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 3
Subject: Leaves

Date:

3.11 Work and Family Program – Transfer of Leave Credits Between Family Members

Upon request of an employee and upon approval of a department director or designee, leave credits (CTO, annual leave, personal leave, vacation, and/or holiday credit) may be transferred between family members (donations may be made by a child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household) in accordance with departmental policies, under the following conditions:

- A. To care for the family member's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household, who has a serious health condition, or a medical leave for the employee's own serious health condition as defined by the Family Medical Leave Act (FMLA) or the California Family Rights Act (CFRA), or for a parental leave to care for a newborn or adopted child.
- B. The employee shall give notice to ~~his/her~~ their immediate supervisor as soon as possible and shall, if requested by the supervisor, provide medical certification from a physician to support this request. The department head or designee shall approve transfer of leave credits only after having ascertained that the leave is for an authorized reason. For family care leave for the employee's child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household, who has a serious health condition, this certification need not identify the serious health condition involved, but shall contain the following:
 1. The date, if known, on which the serious health condition commenced;
 2. The probable duration of the condition;
 3. An estimate of the amount of time that the health provider believes the employee needs to care for the child, parent, spouse or domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household;
 4. A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, domestic partner that has been defined and certified with the Secretary of State's office in accordance with Family Code Section 297, brother, sister, or other person residing in the immediate household.

For the employee's own serious health condition, the certification shall also contain a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of ~~his or her~~ their position.

- C. Sick leave credits cannot be transferred.
- D. The receiving employee has exhausted all leave credits.
- E. The donations must be a minimum of one (1) hour and in whole hour increments thereafter.
- F. The donating employee must maintain a minimum balance of 80 hours of paid leave time.
- G. Transfer of leave credits shall be allowed to cross departmental lines in accordance with the policies of the receiving department.
- H. The donated hours may not exceed three (3) months. However, if approved by the appointing authority, the total leave credits received may be six (6) months.
- I. Donations shall be made on a form to be developed by the State, signed by the donating employee, and verified by the donating department. Once transferred, donations will not be returned to the donor.
- J. This section is not subject to the grievance and arbitration article of this Contract.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

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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.

David Rist

David Rist

PS 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

CAPS COUNTER PROPOSAL

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 3
Subject: Leaves

Date: August 17, 2022 @11:27am

3.14 Enhanced Non-Industrial Disability Insurance – Annual Leave

Bargaining Unit 10 employees will be eligible for Enhanced Non-Industrial Disability Insurance (ENDI) until the Unit has transitioned to State Disability Insurance (SDI) to ensure that Disability Insurance coverage is available during the transition period. The transition period is defined as completed once Unit 10 has contributed to the SDI program for six (6) months. After this 6-month transition period, ENDI will no longer be the Disability Insurance Program for Bargaining Unit 10 employees except otherwise noted in Section 3.24.

- A. This ENDI provision is only applicable to employees participating in the annual leave program referenced in Section 3.13.
- B. Enhanced Non-Industrial Disability Insurance (ENDI) is a program for state employees who become disabled due to nonwork-related disabilities as defined by Section 2626 of the Unemployment Insurance Code.
- C. For periods of disability commencing on or after January 1, 1989, eligible employees shall receive ENDI payments at 50 percent of their gross salary, payable monthly for a period not exceeding 26 weeks for any one disability benefit period. An employee is not eligible for a second disability benefit due to the same or related cause or condition unless they have returned to their regular time base, and work for at least ten (10) consecutive workdays. Paid leave shall not be used to cover the ten (10) workdays. Disability payments may be supplemented with annual leave, sick leave, or partial payment to provide for up to 100 percent income replacement. At the time of an ENDI claim, an employee may elect either the 50 percent ENDI benefit rate or a supplementation level of 75 percent or 100 percent at gross pay. Once a claim for ENDI has been filed, and the employee has determined the rate of supplementation, the supplemental rate shall be maintained throughout the disability period.
- D. The employee shall serve a seven (7) consecutive calendar day waiting period before ENDI payments commence for each disability. Accrued paid leave or CTO leave balances may be used to cover this waiting period. The waiting period may be waved commencing with the first full day of confinement in a hospital, nursing home, or emergency clinic for at least one full day. A full is defined as a 24- hour period starting at midnight.
- E. If the employee elects to use annual leave or sick leave credits prior to receiving the ENDI payments, ~~he/she~~ they are is not required to exhaust the accrued leave balance.
- F. Following the start of ENDI payments, an employee may, at any time, switch from ENDI to sick leave or annual leave, but may not return to ENDI until that leave is exhausted.
- G. In accordance with the State's "return to work" policy, an employee who is eligible to receive ENDI benefits and who is medically certified as unable to return to their full-time work during the period of his or her disability, may upon the discretion of his or her appointing power, work those hours (in hour increments) which when combined with the ENDI benefit, will not exceed 100 percent their regular "full pay." This does not qualify the employee for a new disability period under C of this article. The appointing power may require an employee to submit to a

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medical examination by a physician or physicians designated by the Director of the Employment Development Department for the purpose of evaluating the capacity of the employee to perform the work of his or her position.

- H. If an employee refuses to return to work in a position offered by the employer under the State's Injured State Worker Assistance Program, ENDI benefits will be terminated effective the date of the offer.
- I. Where employment is intermittent or irregular, the payment shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay period in which the disability begins as compared to the regular rate for a full-time employee in the same group or class. An employee will be eligible for ENDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.
- J. All other applicable California Department of Human Resources laws and regulations not superseded by these provisions will remain in effect.
- K. Upon approval of ENDI benefits, the State may issue an employee a salary advance if the employee so requests.
- L. All appeals of an employee's denial of ENDI benefits shall only follow the procedures in the Unemployment Insurance Code and Title 22. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.
- M. Employees who become covered in the annual leave program while on an NDI claim shall continue to receive NDI pay at the old rate for the duration of the claim.
- N. Employees who do not elect the annual leave program will receive NDI benefits in accordance with the current program in Section 3.9 and such benefits are limited to \$135.00 per week.

CAPS Bargaining Chair

David Rest

Aug 22, 2022

*Caltech Principal Labor Relations Officer
Camdace Munch
Aug. 22, 2022*

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

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8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

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9.3 TIME LIMITS

9.4 WAIVER OF STEPS

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CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 3
Subject: Leaves

Date: October 14, 2020

3.16 Mentoring Leave

- A. Eligible employees may receive up to forty (40) hours of mentoring leave per calendar year to participate in mentoring activities once they have used an equal amount of personal time for these activities. Mentoring leave is paid leave time, which may only be used by an employee to mentor. This leave does not count as time worked for purposes of overtime. Mentoring leave may not be used for travel to and from the mentoring location.

- B. An employee must use an equal number of hours of ~~his/her~~ their personal time (approved annual leave, vacation, personal leave, personal holiday, or CTO during the workday and/or personal time during non-working hours) prior to requesting mentoring leave. For example, if an employee requests two (2) hours of mentoring leave, they ~~he/she~~ must have used two (2) verified hours of ~~his/her~~ their personal time prior to receiving approval for the mentoring leave. Mentoring leave does not have to be requested in the same week or month as the personal time was used. It does, however, have to be requested and used before the end of the calendar year.

- C. Prior to requesting mentoring leave and in accordance with the departmental policy, an employee shall provide ~~his/her~~ their supervisor with the verification of personal time spent mentoring from the mentoring program.

- D. Requests for approval of vacation, CTO, and/or annual leave for mentoring activities are subject to approval requirements in this Contract and in existing departmental policies. Requests for approval of mentoring leave are subject to operational needs of the State, budgetary limits, and any limitations imposed by law.

- E. In order to be eligible for mentoring leave, an employee must:
 - 1. Have a permanent appointment;
 - 2. Have successfully completed their initial probationary period; and
 - 3. Have committed to mentor a child or youth through a mentoring organization that meets the quality assurance standards in accordance with the Governor's Mentoring Partnership, for a minimum of one school year. (Most programs are aligned with the child's normal school year; however, there may be some that are less or more.

Department management may make exceptions to the one school year commitment based on the mentoring program that is selected.)

- F. An employee is not eligible to receive mentoring leave if:
1. ~~He/she is~~ They are assigned to a "post" position in the California Department of Corrections and Rehabilitation; or
 2. ~~He/she~~ They works in a level of care position in the Departments of Developmental Services, State Hospitals, Education, and Veterans Affairs.
- G. Permanent part-time and permanent intermittent employees may receive a pro-rated amount of mentoring leave based upon their timebase. For example, a halftime employee is eligible for twenty (20) hours of mentoring leave per calendar year, whereas an intermittent employee must work a monthly equivalent of 160 hours to earn 3.33 hours of mentoring leave.
- H. Any appeals and/or disputes regarding this Section shall be handled in accordance with the Complaint procedure specified in Article 9 of this Contract.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Nov 12, 2020 13:06 PST)

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CAPS Bargaining Team Chair

Jacquelyn Sanders

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Jacquelyn Sanders (Nov 17, 2020 16:11 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

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9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

CAPS PROPOSAL

Bargaining Unit: 10

Date: November 12, 2020;
2:08PM

Exclusive Representative: CAPS

Article: 3

Subject: Leaves

3.19 Voluntary Personal Leave Program (VPLP)

The State shall continue a Voluntary Personal Leave Program (VPLP) for all unit employees. Employees may voluntarily participate in the Personal Leave Program on a continuing basis.

- A. Each full-time employee subject to paragraph B shall be able to enroll and be credited with either eight (8), sixteen (16), or twenty-four (24), hours of Voluntary Personal Leave on the first day of the following monthly pay period for each month in the VPLP.
- B. Each full-time employee participating in the VPLP shall continue to work his/her assigned work schedule and shall have a reduction in pay equal to 4.62% (one (1) day), 9.23% (two (2) days), or 13.85% (three (3) days) based upon enrollment level selected. In exchange for the corresponding credit eight (8) hours (4.62%) (one (1) days), sixteen (16) hours (9.23%)(two (2) days), or twenty-four (24) hours (13.85%)(three (3) days) of leave will be credited to the employee's VPLP monthly.

~~Beginning April 1, 2011, there will be a sixty (60) day window for employees currently participating in the VPLP to modify their participation or to opt out of the program.~~
Modifications (including resuming or ending) to an employee's VPLP election can be done on a quarterly basis, except as otherwise authorized in Section 3.23.

- C. Voluntary Personal Leave shall be requested and used by the employee in the same manner as vacation or annual leave. Requests to use Voluntary Personal Leave must be submitted in accordance with departmental policies on vacation and annual leave. Voluntary Personal Leave shall not be included in the calculation of vacation/annual leave balances pursuant to Article 3 (Leaves).
- D. An employee may accumulate no more than 240 hours of VPLP. When an employee reaches 240 hours of Voluntary Personal Leave or would exceed 240 hours of Voluntary Personal Leave with further accumulation, ~~he/she they~~ shall be removed from the VPLP. When an employee is removed from the VPLP, ~~he/she they~~ may not participate for a minimum of 12 months and ~~he/she is they are~~ not eligible to re-enroll until ~~his/her their~~ balance is reduced to a maximum of 120 hours.
- E. At the discretion of the State, all or a portion of unused Personal Leave credits may be cashed out at the employee's salary rate at the time the Personal Leave payment is made. It is understood by both parties that the application of this cash out provision may differ from department to department and from employee to employee. Upon termination from State employment, the employee shall be paid for unused Personal Leave credits in the same manner

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as vacation or annual leave. Cash out or lump sum payment for any Personal Leave credits shall not be considered as compensation for purposes of retirement. If funds become available, as determined by the Department of Finance, for the Personal Leave Program, departments will offer employees the opportunity to cash out accrued Personal Leave. Upon retirement/separation, the cash value of the employee's Personal Leave balance may be transferred into a State of California Department of Human Resources Defined Contribution plan as permitted by federal and state law.

- F. An employee may not use any kind of paid leave such as sick leave, vacation, or holiday time to avoid a reduction in pay resulting from the VPLP.
- G. A State employee in the VPLP shall be entitled to the same level of State employer contributions for health, vision, dental, flex-elect cash option, and enhanced survivor's benefits ~~he or she~~ they would have received had the employee not participated in the VPLP.
- H. Participation in the VPLP shall not cause a break in State service, a reduction in the employee's accumulation of service credit for the purposes of seniority and retirement, leave accumulation, or a merit salary adjustment.
- I. Participation in the VPLP shall neither affect the employee's final compensation used in calculating State retirement benefits nor reduce the level of State death or disability benefits the employee would otherwise receive or be entitled to receive nor shall it affect the ability to supplement those benefits with paid leave.
- J. Part-time employees shall be subject to the same conditions as stated above, on a prorated basis.
- K. The VPLP for intermittent employees shall be prorated based upon the number of hours worked in the monthly pay period.
- L. The VPLP shall be administered consistent with the existing payroll system and the policies and practices of the State Controller's Office.
- M. Employees on EIDL, NDI, IDL, or Worker's Compensation for the entire monthly pay period shall be excluded from the VPLP for that month.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Dec 2, 2020 09:23 PST)

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CAPS Bargaining Team Chair

Jacquelyn Sanders

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Jacquelyn Sanders (Dec 2, 2020 13:32 PST)

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Principal Labor Relations Officer

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

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9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

Management Counter Proposal

Bargaining Unit: 10

Date: May 11, 2022 @ 10:23 am

Exclusive Representative: CAPS

Article:

Subject: ~~3.21 No Mandated Reduction in Work Hours~~

~~The State shall not implement a furlough program or a mandated Personal Leave Program during the duration of this Memorandum of Understanding.~~

Candace Murch

Candace Murch

Candace Murch (Dec 16, 2022 02:49 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac

JT

Jacqueline Tkac (Dec 16, 2022 09:09 PST)

CAPS Bargaining Chair

Dec 16, 2022

CAPS Counter Proposal

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 3
Subject: Leaves

Date: August 5, 2021: 2:25PM

3.22 Vacation/Annual Leave Cash Out

Employees may be permitted annually to cash out up to eighty (80) hours of accumulated Vacation/Annual Leave pursuant to Subsections A and/or B, each calendar year, as follows:

- A. On or before May 1 of each year, starting in the 2016 calendar year, each department head (Director, Executive Officer, etc.) or designee will advise department employees whether the department has the funds available for the purpose of cashing out accumulated Vacation/Annual Leave. In those departments that have funds available, employees will be advised of the number of hours that may be cashed out, not to exceed eighty (80) hours. Employees who wish to carry out Vacation/Annual Leave must submit a written request during the month of May to the individual designated by the Department Director. Departments will issue cash payments for cashed out Vacation/Annual Leave during the month of June.
- B. The following enhancement of the Vacation/Annual Leave Cash Out Program shall be made available, starting in the 2021 calendar year, dependent upon the ability of the States' payroll system:
1. Eligible employees may elect to transfer the cash value of future leave accruals, up to eighty (80) hours annually, into a Savings Plus 457(b) and/or 401(k) Plan account.
 2. To participate in this enhancement, the employee must submit an irrevocable election to transfer a designated number of future leave accruals to Savings Plus, to their Human Resources Office by December 31, for leave transfer during the following calendar year.
 3. Employees will be notified on or before May 1, pursuant to Subsection A, whether their elected transfer from the previous year will be enacted.

Employees may elect to transfer a portion of available hours pursuant to Subsection B and elect to cash out a remainder of the allowable hours pursuant to Subsection A, or some other combination, up to eighty (80) hours, annually.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 12, 2021 15:04 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 12, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 12, 2021 15:11 PDT)

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Aug 12, 2021

MANAGEMENT COUNTER PROPOSAL

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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MANAGEMENT COUNTER PROPOSAL

- ~~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

MANAGEMENT COUNTER PROPOSAL

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)

Email: david.rist@dtsc.ca.gov

Apr 14, 2022

Principal Labor Relations Officer

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

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Apr 14, 2022

CAPS COUNTER PROPOSAL

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 3
Subject: Leaves

Date: August 18, 2022 @10:12am

3.24 New - State Disability Insurance (SDI)

Bargaining Unit 10 shall be converted to the State Disability Insurance (SDI) program following ratification by both parties and pursuant to the process below:

- A. Effective at the earliest possible date within 6 months from ratification, implementation of the SDI program for Bargaining Unit 10 shall be completed. The completion of implementation will signify the beginning of SDI deductions and the beginning of the transition period.
- B. The transition period for Bargaining Unit 10 shall span six (6) months.
- C. At the completion of the transition period, all Bargaining Unit 10 employees shall be covered under the State Disability Insurance (SDI) benefit as follows:
 1. Employees eligible for SDI benefits are those who are defined by section 2601, et seq. of the California Unemployment Insurance Code. SDI provides benefits for an employee disabled due to a non-work-related illness or injury. SDI benefits include Paid Family Leave (PFL) which provides benefits to an employee who takes time off to care for a seriously ill family member as defined by section 3301 et seq. of the California Unemployment Insurance Code, or to bond with a minor child within one (1) year after the child's birth or placement of the child in connection with foster care or adoption. Eligible employees covered under the SDI program shall receive benefits pursuant to California Unemployment Insurance Code section 2655.
 2. The State will pay the full premiums for an employee and any applicable dependent coverage for health, dental and vision benefits for the length of the employee's disability up to a maximum of twenty-six (26) weeks and for PFL up to a maximum of eight (8) weeks. The State shall recover the employee's portion of the premium paid through an accounts receivable consistent with Government Code section 19838(a)(2). All accounts receivable notices shall be sent via mail and electronic mail. Within the notice for the accounts receivable, employees shall be informed of the ability to utilize leave credits to settle the amount owed. Any reimbursements for overpayment shall be in monthly installments and the number of repayments shall be equal to the number of monthly overpayments. By mutual agreement, the overpayment may be satisfied using leave credits, excluding sick leave. If an employee's SDI leave extends past twenty-six (26) weeks, the employee shall remit the full health, dental and vision premiums directly to the healthcare providers.
 3. If an employee is released by the employee's physician to return to work on a part-time basis, an employee may use accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP) or sick leave balances to supplement the employee's SDI benefits.

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4. SDI does not cover the first seven (7) days of any disability; therefore, sick leave, vacation, CTO, holiday, PLP, or annual leave may be used to cover this period in its entirety.
 - i. If the employee meets the requirements pursuant to CA Unemployment Insurance Code 3303, an employee taking PFL as described in Section A(1) is eligible for benefits without the seven (7) day waiting period.
5. An employee may elect to supplement the employee's SDI benefit by utilizing up to 40 hours per month of the employee's accrued vacation, annual leave, CTO, holiday credit, personal leave (PLP), or sick leave balances. If an employee elects to use annual leave or sick leave to supplement, it may affect the SDI benefits. An employee's combined SDI benefit and use of leave credits cannot exceed the employee's regular monthly gross (less mandatory reductions) pay. Within one week of being disabled from work, the employee or the employee's representative must contact the employee's departmental personnel office to provide information on the following:
 - i. The date the disability/illness commenced,
 - ii. The estimated duration of the disability,
 - iii. A phone number where the employee can be reached,
 - iv. The election of leave credits usage during the first week of disability,
 - v. The number of hours in a month to be charged to leave credits,
 - vi. Whether or not the employee is planning to file for SDI,
 - vii. The election to supplement leave credits with SDI benefits,
 - viii. Once the SDI benefit amount has been determined, the employee must provide a copy of the SDI award letter and the SDI check stubs to the employee's personnel office to ensure proper supplementation of benefits and payment.
- D. All appeals of a denial of an employee's SDI benefits shall only follow the procedures in the California Unemployment Insurance Code and Title 22 of the California Code of Regulations. All disputes relating to an employee's denial of benefits are not grievable or arbitrable. This limitation does not change either party's contractual rights which are not related to the denial of an individual employee's benefits.
- E. Current State employees who transfer into this bargaining unit who are eligible for ENDI and NDI benefits prior to transfer shall be entitled to retain the employee's ENDI and NDI eligibility for six (6) months.
- F. For a period of three (3) months, after the transition of Bargaining Unit 10 employees to SDI is complete, employees may elect to switch between either program: the Vacation and Sick Leave Program and the Annual Leave Program.
- G. When the State Controller's Office resumes its effort to modernize the State's current payroll system, the State agrees to meet with the Union to discuss the feasibility of integration of SDI benefits.

CAPS Bargaining Chair

David Rest

Aug 22, 2022

*Carole Principio Labor Relations officer
Candace Munch
Aug. 22, 2022.*

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: August 5, 2021; 2:09PM

Exclusive Representative: CAPS

Article: 3.XX

Subject: Additional Sick Leave Benefits for Current State Employees injured while called to Active Service

New Section: 3.XX Additional Sick Leave Benefits for Current State Employees injured while called to Active Service

In addition to any other entitlement for sick leave with pay, a state officer or employee hired on or after January 1, 2016, who is a veteran with a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for ~~his or her~~ their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the first day of employment and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this subdivision that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

In addition to any other entitlement for sick leave with pay, a state officer or employee who serves as a member of the National Guard or federal military reserve force who is called up to active service and as a result sustains a service-connected disability rated at 30 percent or more by the United States Department of Veterans Affairs shall be entitled to additional credit for sick leave with pay of up to 96 hours for the purpose of undergoing medical treatment, including mental health treatment, for ~~his or her~~ their service-connected disability. Credit for sick leave granted under this paragraph shall be credited to a qualifying officer or employee on the effective date of the employee's disability rating decision from the United States Department of Veterans Affairs or on the first day that the qualifying employee begins, or returns to, employment after active duty, whichever is later, and shall remain available for use for the following 12 months of employment. Sick leave credited pursuant to this paragraph that is not used during the 12-month period shall not be carried over and shall be forfeited. Submission of satisfactory proof that sick leave granted under this paragraph is used for treatment of a service-connected disability may be required pursuant to rules adopted by the department.

CAPS Bargaining Team Chair

Principal Labor Relations Officer

Signature: Margarita Gordus
Margarita Gordus (Aug 12, 2021 15:04 PDT)

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 12, 2021 15:11 PDT)

Email: margarita.gordus@wildlife.ca.gov

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Aug 12, 2021

Aug 12, 2021

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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Management Counter Proposal

- 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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Management Counter Proposal

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	
								8
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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Management Counter Proposal

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.

C Bargaining Team Chair

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

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Mar 9, 2022

Principal Labor Relations Officer

Signature: Candace Murch
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Mar 9, 2022

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 11:38 PDT)

Email: margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
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Jul 28, 2021

Management Counter Rollover Proposal

Bargaining Unit: 10

Date: August 5, 2021; 2:07PM

Exclusive Representative: CAPS

Article:

Subject: 5.2 Employee Assistance Program

- A. The State recognizes that alcohol, drug abuse, and stress may adversely affect job performance and are treatable conditions. As a means of correcting job performance problems, the State may offer referral to treatment for alcohol, drug, and stress-related problems such as marital, family, emotional, financial, medical, legal, or other personal problems. The intent of this Section is to assist an employee's voluntary efforts to treat alcoholism or a drug-related or a stress-related problem so as to retain or recover his/her their value as an employee.
- B. Each department head or designee shall designate an Employee Assistance Program Coordinator who shall arrange for programs to implement this Section. Employees who are to be referred to an Employee Assistance Program Coordinator will be referred by the appropriate management personnel. An employee undergoing alcohol, drug, or mental health treatment, upon approval, may use accrued compensating time off credits, sick, annual and vacation leave credits for such a purpose. Leave of absences without pay may be granted by the department head or designee upon the recommendation of the Employee Assistance Program Coordinator if all compensating time off, sick, annual and vacation leave have been exhausted, and the employee is not eligible to use Industrial Disability Leave or Nonindustrial Disability Insurance. A list of all Employee Assistance Program Coordinators shall be furnished to CAPS annually.
- C. In an effort to keep records concerning an employee's referral and/or treatment for alcoholism, drug or stress-related problems confidential, such records shall not be included in the employee's personnel file.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 12, 2021 15:04 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 12, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
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Aug 12, 2021

Management Counter Rollover Proposal

Bargaining Unit: 10

Date: July 28, 2021; 11:48AM

Exclusive Representative: CAPS

Article:

Subject: 5.3 Medical Monitoring

When required by California Division of Occupational Safety and Health (DOSH) provisions, the State shall provide medical examinations for employees working in occupations which expose them to health risks. Examinations shall be in accordance with DOSH regulations.

Upon request by CAPS, medical monitoring programs shall be discussed by the appropriate departmental Joint Labor/Management Health and Safety Committee. Recommendations by the Committee will take into account the status of current technology, scientific recommendations for such programs and the need for a specified departmental program.

CAPS Bargaining Team Chair

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Margarita Gordus (Aug 5, 2021 15:16 PDT)

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Aug 5, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
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Aug 5, 2021

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 5
Subject: Health and Welfare

Date: October 14, 2020

5.4 Employee Injury on the Job

- A. In the event a disabling injury occurs to an employee while on the job, the State agrees to furnish prompt and appropriate transportation to the nearest physician or hospital. The employee's choice of physician shall be honored in accordance with applicable state law.
- B. An employee who is directed by ~~his/her~~ their supervisor to accompany or transport an injured employee to a physician or medical facility shall suffer no loss of compensation for the time spent.
- C. If the treating physician advises the injured employee to go home or the employee is admitted and remains in a hospital or clinic for treatment, the employee shall be paid for ~~his/her~~ their full shift.
- D. The State shall not use the Department of Industrial Relations' Disability Evaluation Unit Advisory Rating form as the vehicle to justify removing a worker from ~~his/her~~ their normal work assignments.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Nov 12, 2020 11:06 PST)

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CAPS Bargaining Team Chair

Jacquelyn Sanders

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Principal Labor Relations Officer

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

**Date: August 11, 2021;
1:30PM**

Exclusive Representative: CAPS

Article: 5

Subject: Health and Welfare

5.5 Independent Medical Examinations

- A. Whenever the State believes that an employee, due to an illness or injury, is unable to perform ~~his/her~~ their normal work duties, the State may require the employee to submit to an independent medical examination at State expense. The medical examination will be separate of any medical services provided under the State's Workers' Compensation program.
- B. If the State, after the independent medical examination, determines that the employee cannot perform ~~his/her~~ their normal work assignments, the State shall give the employee the opportunity to challenge the State's medical evaluation by supplying ~~his/her~~ their personal medical evaluations to dispute the State's findings.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 12, 2021 15:04 PDT)

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Aug 12, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
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Aug 12, 2021

CAPS ROLL OVER PROPOSAL

Bargaining Unit: 10

Date: February 3,
2022 at 11:05AM

Exclusive Representative: CAPS

Article: 5

Subject: Health and Welfare

5.6 Enhanced Industrial Disability

Employees shall be eligible for Industrial, Enhanced Industrial Disability Leave, and Nonindustrial Disability Leave as provided in Government Code Sections 19869 through 19885 and as described below.

A. IDL

1. Employees who suffer an industrial injury or illness and would otherwise be eligible for temporary disability benefits under the Labor Code will be entitled to Industrial Disability Leave as described in Article 4 of the Government Code, beginning with Section 19869. Industrial Disability Leave will be paid in lieu of temporary disability benefits.
2. Eligible employees shall receive IDL payments equivalent to full net pay for the first twenty-two (22) workdays after the date of the reported injury.
3. In the event that the disability exceeds twenty-two (22) workdays, the employee will receive 66 and 2/3 percent of gross pay from the 23rd workday of disability until the end of the 52nd week of disability. No IDL payments shall be allowed after two years from the first day (i.e., date) of disability.
4. The employee may elect to supplement payment from the 23rd workday with accrued leave credits including annual leave, vacation, sick leave, or compensating time off (CTO) in the amount necessary to match, but not exceed, full net pay. Full net pay is defined as the net pay the employee would have received if ~~he/she~~ they had been working and not on disability. Partial supplementation will be allowed, but fractions of less than one (1) hour will not be permitted. Once the level of supplementation is selected, it may be decreased to accommodate a declining leave balance but it may not be increased. Reductions to supplementation amounts will be made on a prospective basis only.
5. Temporary Disability (TD) with supplementation, as provided for in Government Code Section 19863, will no longer be available to any State employee who is a member of either the PERS or STRS retirement system during the first 52 weeks, after the first date of disability, within a two-year period.
6. If the employee remains disabled after the IDL benefit is exhausted, then the employee will be eligible to receive Temporary Disability benefits as provided for in the Labor Code, except that no employee will be allowed to supplement Temporary Disability payments in an amount which exceeds the employee's full net pay as defined above.
7. All appeals of an employee's denial of IDL benefits shall only follow the procedures in the Government Code and Title 2. All disputes relating to an employee's denial of

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benefits are not grievable or arbitrable. This does not change either party's contractual rights which are not related to an individual's denial of benefits.

- B. EIDL. The following classifications in Unit 10 shall be eligible for Enhanced Industrial Disability Leave (EIDL), as described below:

<u>CODE</u>	<u>CLASS NAME</u>
BH70	Environmental Scientist
BH74	Senior Environmental Scientist (Specialist)
BH94	Hazardous Materials Specialist
BH93	Associate Hazardous Materials Specialist
BH92	Senior Hazardous Materials Specialist (Technical)
SW80	Examiner I, Laboratory Field Services
SW75	Examiner II, Laboratory Field Services
IC61	Assistant Industrial Hygienist
IC62	Associate Industrial Hygienist

1. An employee in the above enumerated classifications who loses the ability to work for more than 22 days as the result of an injury incurred in the official performance of ~~his/her~~ their duties, may be eligible for financial augmentation to the existing industrial disability leave benefits. Such injury must have been directly and specifically caused by an assault by an inmate, ward, or parolee under the jurisdiction of the California Department of Corrections and Rehabilitation, a client of the Department of Developmental Services, patient of the Department of State Hospitals or a member of the Department of Veterans Affairs.
2. The EIDL benefits will be equivalent to the injured employee's net take home salary on the date of occurrence of the injury. EIDL eligibility and benefits may continue for no longer than one year after the date of occurrence of injury. For the purposes of this Section, "net salary" is defined as the amount of salary received after federal income tax, State income tax, and the employee's retirement contribution have been deducted from the employee's gross salary. The EIDL benefit will continue to be subject to miscellaneous payroll deductions.
3. EIDL will apply only to serious physical injuries and any complications directly related medically and attributable to the assault, as determined by the department director or designee. This benefit shall not be applied to either presumptive, stress related disabilities, or physical disability having mental origin.
4. The final decision as to whether an employee is eligible for or continues to be eligible for EIDL shall rest with the department director or designee. The department may periodically review the employee's condition by any means necessary to determine an employee's continued eligibility for EIDL.
5. Other existing rules regarding the administration of IDL will be followed in the administration of EIDL.
6. This Section relating to EIDL will not be subject to the arbitration procedure of this MOU.

CAPS Bargaining Chair

Signature: David Rist
David Rist (Feb 3, 2022 15:30 PST)

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Feb 3, 2022

Principal Labor Relations Officer

Signature: Candace Murch
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Feb 3, 2022

CAPS ROLL OVER

Bargaining Unit: 10

Date: April 7, 2021;
2:40PM

Exclusive Representative: CAPS

Article: 5

Subject: Health and Welfare

5.7 FlexElect Program

A. Program Description

1. The State agrees to provide a flexible benefits program under Section 125 and related Sections 129, 213(d), and 105(b) of the Internal Revenue Code. All participants in the FlexElect Program shall be subjected to all applicable state and federal laws and related administrative provisions adopted by CalHR.
2. Employees who have qualifying group health and/or dental coverage from another source and who meet the eligibility criteria in Section B will be eligible to enroll into a Cash Option Program (a monthly cash payment) in lieu of health and/or dental coverage under the FlexElect Program.
3. Employees who meet the eligibility criteria in Section B will be eligible to enroll into a Medical Reimbursement Account and/or a Dependent Care Reimbursement Account.

B. Employee Eligibility

1. All eligible employees must have a permanent appointment with a time base of half time or more, or if in a limited-term or a temporary authorized (TAU) position, must have mandatory return rights to a permanent position (not permanent intermittent).
2. Permanent Intermittent (PI) employees shall only participate in the Cash Option and will be eligible to receive a six month cash payment for the first control period of each Plan Year. PIs choosing the Cash Option will qualify if they meet all of the following criteria:
 - a. Must be eligible to enroll in health and/or dental coverage as of January 1 of the Plan Year for which they are enrolling.
 - b. Must have a PI appointment which is effective January 1 through June 30 of the Plan Year for which they are enrolling.
 - c. Must be paid for at least 480 hours worked during the January through June control period of the Plan Year for which they are enrolling.
 - d. Must have submitted an enrollment application during the FlexElect Open Enrollment Period or as newly eligible.

C. This Section is not grievable or arbitrable.

Jun 15, 2021

Signature: Margarita Gordus
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CAPS Bargaining Team Chair

Jun 15, 2021

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Principal Labor Relations Officer

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10

Date: February 23,
2021; 2:44PM

Exclusive Representative: CAPS

Article: 5

Subject: Health and Welfare

5.8 Pre-Tax of Health/Dental/Vision Premiums

Employees who are enrolled in any health, dental, and/or vision plan which requires a portion of the premium to be paid by the employee will automatically have their out-of-pocket premium costs taken out of their paycheck before federal, state, and social security taxes are deducted. Employees who choose not to have their out-of-pocket costs pre-taxed must make an election not to participate in this program.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 15:43 PST)

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Principal Labor Relations Officer

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Feb 24, 2021 16:15 PST)

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CAPS Bargaining Team Chair

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

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CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

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9.1 PURPOSE

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9.4 WAIVER OF STEPS

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JS
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CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 5
Subject: Health and Welfare

Date: October 14, 2020

5.11 Accidental Death/Dismemberment Benefits – Department of Fish and Wildlife

- A. In addition to the benefits described in Labor Code Sections 4701 and 4702, effective July 1, 1999, the Department of Fish and Wildlife (DFW) agrees to provide \$50,000.00 air travel insurance for Unit 10 employees in the classes listed below required to fly as a passenger in other than regularly scheduled passenger aircraft to fulfill his/~~her~~ their work duties.

Schem Code	Class Title
BH70	Environmental Scientist
BH74	Senior Environmental Scientist (Specialist)
IC61	Assistant Industrial Hygienist
IC62	Associate Industrial Hygienist

- B. The benefit is payable to the employee, employee estate or his/~~her~~ their designated beneficiary in the event of accidental death or dismemberment.
- C. In the event of a dispute regarding appropriate designated beneficiaries, the life insurance benefit shall not be paid until the disputants legally verify that they have settled the dispute or a court of competent jurisdiction resolves the matter for the parties.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Nov 12, 2020 13:06 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jacquelyn Sanders

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Jacquelyn Sanders (Nov 17, 2020 16:11 PST)

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Principal Labor Relations Officer

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

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3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

Management Counter Proposal

Bargaining Unit: 10

Date: May 5, 2021; 2:30PM

Exclusive Representative: CAPS

Article: 5

Subject: 5.13 Health Promotion Activities

- A. The State, in an effort to increase morale and productivity, to reduce absenteeism, injuries and illness, and to contain rising health care costs, encourages departments and employees to participate in health promotion and injury prevention activities.
- B. Departments may, based on operational needs, allow employees up to one full-hour of administrative time-off (ATO) per month, to participate in State-sponsored on-site health promotion activities. On-site may include events sponsored on a virtual platform.
- C. State-sponsored on-site health promotion activities may include but are not limited to the following activities held at the worksite: seminars, demonstrations, exercise or physical fitness classes, educational forums, blood drives, and COVID-19, flu and/ or other immunizations.

Jun 15, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 15, 2021 15:17 PDT)

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CAPS Bargaining Team Chair

Jun 15, 2021

Signature: Jacquelyn Sanders
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Principal Labor Relations Officer

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 5
Subject: Health and Welfare

Date: October 14, 2020

5.14 Organ and Bone Marrow Donation

In accordance with Government Code Section 19991.11, employees who donate organs or bone marrow are eligible for paid leave. The following leave is extended to those employees who become an organ or bone marrow donor:

- A. Employees who donate an organ(s) to another person shall be granted up to thirty (30) workdays of paid leave (Donor Leave) in any one year period. Employees who donate bone marrow to another person shall be granted up to five (5) work days of paid leave (Donor Leave) in any one year period.
- B. The one-year period is the twelve (12) month period measured forward from the date an employee's first leave begins.
- C. The one-year period for an organ donor is separate from the one-year period for bone marrow donation.
- D. An employee must first exhaust all sick leave balance to qualify for Donor Leave.
- E. Employees without a sick leave balance, including employees in the annual leave program, are immediately eligible for paid leave (Donor Leave).
- F. Employees must provide written verification to the appointing power that a medical necessity exists for the donation.
- G. Donor Leave taken for donations is not a break in continuous service, related to salary adjustments, leave accrual, or seniority normally accrued on paid leave.
- H. Employees wishing to become a donor may be required to undergo medical, psychological or other tests. Absences for such purposes must be requested in advance in the same manner as required to use sick or vacation/annual leave. The time an employee is approved to be absent for such purposes shall be deducted from the employee's accrued leave balance.
- I. If the donor employee is temporarily unable to return to work after exhausting Donor Leave, the employee may, subject to medical verification, use any paid or unpaid leave available to the employee until able to return to work. Such leave may include, but is not limited to, sick leave, vacation, annual, personal, CTO, Family Medical, catastrophic, and medical leave.


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- J. If the donor employee is permanently unable to return to work following the donation, the employee will be separated and paid for any leave balances including but not limited to vacation, annual leave, and/or CTO current balances. The payment for such balances shall be computed by projecting the accumulated time on a calendar basis as though the employee were taking time off. If during the period of projection, the employee is able to return to work, the employee will have a mandatory right to be reinstated to his/her their former position.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Nov 12, 2020 12:06 PST)

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CAPS Bargaining Team Chair

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Jacquelyn Sanders (Nov 17, 2020 16:11 PST)

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Principal Labor Relations Officer

CAPS COUNTER PROPOSAL

Bargaining Unit: 10

Date: August 5, 2021; 2:41 PM

Exclusive Representative: CAPS

Article: 5

Subject: Health and Welfare - Lactation Accommodation

5.XX Lactation Accommodation

- A. In compliance with state and federal law, as described in CalHR Manual, Section 1004, departments are required to provide a reasonable amount of break time and an appropriate location to accommodate an employee desiring to express breast milk for their infant child each time the employee has a need to express milk, and an appropriate location to safely store the expressed milk.
- B. This section is subject to the grievance procedure up to the departmental level.

CAPS Bargaining Team

Signature: Margarita Gordus
Margarita Gordus (Aug 13, 2021 14:33 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 13, 2021

Principal Labor Relations Representative

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 13, 2021 14:45 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Aug 13, 2021

Management Counter Proposal

Bargaining Unit: 10

Date: August 11, 2022 @ 11:12 am

Exclusive Representative: CAPS

Article: 6 BUSINESS AND TRAVEL EXPENSES – ALLOWANCES AND REIMBURSEMENTS

Subject: 6.1 Business and Travel Expenses

The State agrees to reimburse employees for actual, necessary, and appropriate business and travel expenses incurred 50 miles or more from home and headquarters, in accordance with existing California Department of Human Resources (CalHR) rules and regulations, and as set forth below. in accordance with CalHR rules and Online HR Manual sections 2201 (Travel and Relocation Policy), 2202 (Mileage Reimbursement), and 2203 (Allowances and Travel Reimbursements).

Lodging and/or meals provided by the State or included in hotel expenses or conference/registration fees or in transportation costs such as airline tickets or otherwise provided shall not be claimed for reimbursement. Employees who are unable to consume meal(s) provided by the State or included in hotel expenses or conference/registration fees because of time constraints or other considerations such as a reasonable accommodation may be reimbursed, provided an alternate meal was purchased, in accordance with the rates established in section (A)(1) of this article. Each item of expense of \$25 or more requires a receipt; receipts may be required for items of expense that are less than \$25. When receipts are not required to be submitted with the claim, it is the employee's responsibility to maintain receipts and records of their actual expenses and make them available for audit upon request by their department, state control agencies and/or the Internal Revenue Service. Each State agency shall determine the necessity for and method of travel.

Effective upon ratification of this agreement by both parties, lodging, transportation, and per diem expenses incurred will be reimbursed in accordance with the time frame requirements and rates set by CalHR as found in CalHR rules and Online HR Manual section 2200 (Travel/Relocation). Personal vehicle mileage reimbursement rates will continue to be tied to the Federal Standard Mileage Reimbursement (FSMR) rates.

- A. Meal/Incidentals. Meal expenses for breakfast, lunch, and dinner will be reimbursed in the amount of actual expenses up to the agreed upon maximums. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The current IRS definition of "incidental expenses" applies.
 1. Rates. Actual meal/incidental expenses incurred will be reimbursed in accordance with the maximum rates and time frame requirements as found in CalHR rules and Online HR Manual section 2200 (Travel/Relocation).

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Management Counter Proposal

- B. Lodging. All lodging reimbursement requires a receipt from a commercial lodging establishment such as a hotel, motel, bed and breakfast inn, or public campground or other listed establishment in CalHR Manual section 2200 (Travel/Relocation) that caters to the general public. Employees must provide valid receipts to claim reimbursement; no reimbursement will be paid without a valid receipt. Valid receipts are receipts that meet the IRS "Accountable Plan" requirements.
1. Regular State Business Travel: When employees are required to do business and obtain lodging, reimbursement will be for the actual receipted lodging up to the identified maximums in CalHR Manual section 2200 (Travel/Relocation), plus applicable mandatory taxes and fee.
 2. Reimbursement of lodging expenses in excess of specified amounts, excluding taxes require advance written approval from CalHR. CalHR may delegate approval authority to departmental appointing powers or increase the lodging maximum rate for the geographical area and period of time deemed necessary to meet the needs of the State. CalHR delegates authority to departments to make determinations regarding Excess Lodging Rate Requests as outlined in the CalHR Manual Section 2201 (Travel/Relocation). An employee may not claim lodging, meal or incidental expenses within 50 miles of their home or headquarters.
- C. Long-term Travel: Actual expenses for long-term meals and receipted lodging will be reimbursed when the employee, who at the onset of the assignment knows that they will be away from their home or headquarters area more than 30 days but less than one year, incurs expenses in one location comparable to those arising from the use of establishments catering to the long-term visitor.
1. Actual long-term travel expenses incurred will be reimbursed in accordance with the eligibility criteria, maximum rates and time frame requirements as found in CalHR rules and Online HR Manual section 2200 (Travel/Relocation).
- D. Out-of-State Travel: For short-term out-of-state travel, State employees will be reimbursed actual lodging, supported by a receipt, and will be reimbursed for actual meal and incidental expenses as found in CalHR rules and Online HR Manual section 2200 (Travel/Relocation). Failure to furnish lodging receipts will limit reimbursement to the meal/incidental rate listed in the CalHR Manual section above. Long-term out-of-state travel will be reimbursed in accordance with the provisions of Long-term Travel, above.
- E. Out of Country Travel: For short-term out of country travel, State employees will be reimbursed actual lodging, substantiated by a receipt, and will be reimbursed actual meals and incidentals up to the maximums published in column B of the Maximum Travel per Diem Allowances for Foreign Areas, Section 925, U.S. Department of State Standardized Regulations and the meal/incidental breakdown in Federal Travel

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Management Counter Proposal

Regulation Chapter 301, Travel Allowances, Appendix B. Long-term Out of Country travel will be reimbursed in accordance with the provisions of Long-term travel above, or as determined by CalHR.

Subsistence shall be paid in accordance with procedures prescribed by the CalHR. It is the responsibility of the individual employee to maintain receipts for their actual meal expenses.

- F. Transportation: Transportation expenses include, but are not limited to, airplane, train, bus, and taxi fares, rental cars, parking, mileage reimbursement and tolls that are reasonably and necessarily incurred as a result of conducting State business. Each State agency shall determine the method of and necessity for travel. Transportation will be accomplished and reimbursed in accordance with the best interest of the State. An employee who chooses and is approved to use an alternate method of transportation will be reimbursed only for the method that reflects the best interest of the State.
1. Mileage Reimbursement:
 - a. When an employee is authorized by their appointing authority or designee to operate a privately owned vehicle on State business the employee will be allowed to claim and be reimbursed at the Federal Standard Mileage Rate (FSMR). Mileage reimbursement includes all expenses related to the use, and maintenance of the vehicle, including but not limited to gasoline, up-keep, wear and tear, tires, and all insurance including liability, collision and comprehensive coverage; breakdowns, towing, and any repairs, and any additional personal expenses that may be incurred by an individual as a result of mechanical breakdown or collision.
 - b. When an employee is required to report to an alternative work location, the employee may be reimbursed for the number of miles driven in excess of their normal commute.
 2. Private Aircraft Mileage: When an employee is authorized by their department, reimbursement for the use of the employee's privately-owned aircraft on State business shall be made at the rate of current FSMR statute mile. Pilot qualifications and insurance requirements will be maintained in accordance with CalHR rule 599.628.1 and the State Office of Risk and Insurance Management.
 3. Mileage to/from a Common Carrier: When the employee's use of a privately-owned vehicle is authorized for travel to or from a common carrier terminal, and the employee's vehicle is not parked at the terminal during the period of absence, the employee may claim double the number of miles between the terminal and the employee's headquarters or residence, whichever is less, while the employee occupies the vehicle. Exception to "whichever is less": If the employee begins travel one hour or more before they normally leave their home, or ends travel one hour or more after the end of the workday or travel

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Management Counter Proposal

occurs on a regularly scheduled day off, mileage may be computed from/to their residence.

- G. Receipts: Receipts shall be submitted for every item of expense of \$25 or more. In addition, receipts are required for every item of transportation and business expense incurred as a result of conducting State business except for actual expenses as follows:
1. Railroad and bus fares of less than \$25.00 when travel is wholly within the State of California.
 2. Streetcar, ferry fares, bridge and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees of \$10.00 or less for each continuous period of parking or each separate transportation expense noted in this item.
 3. Telephone, fax, or other business charges necessary to State business of \$5.00 or less.
 4. In the absence of a receipt, reimbursement will be limited to the non-receipted amount above.
 5. Reimbursement will be claimed only for the actual and necessary expenses noted above. Regardless of the above exceptions, the approving officer may require additional certification and/or explanation in order to determine that an expense was actually and reasonably incurred. In the absence of a satisfactory explanation, the expense shall not be allowed.
- H. During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement rates for excluded employees to Unit 10 employees.
- I. Disputes regarding the application or interpretation of the CalHR rules, regulations and the HR Manual referenced above, are grievable up to the fourth step (CalHR level) of the grievance procedure as outlined in Article 9.
- J. Overtime Meal Allowance: An overtime meal allowance of up to \$7.50 will only be provided when an employee is required to work two (2) consecutive hours prior to or two (2) consecutive hours after the regular work shift. To be eligible for an over-time meal allowance on a holiday or regular day off, employees must work the total number of hours of their regular work shift and work either two (2) consecutive hours prior to or two (2) consecutive hours after the start or end of their regular work shift.

CAPS Bargaining Chair

David Rist

g 22, 2022

*CalHR Principal Labor Relations Officer
Candace Munch
Aug. 22, 2022*

Management Counter Proposal

Bargaining Unit: 10

Date: July 28, 2022 @ 10:23 am

Exclusive Representative: CAPS

Article: 6

Subject: Business and Travel Expenses – Allowances and Reimbursements

Section 6.2 Moving Expenses

Whenever an employee is reasonably required by the State to change their place of residence, the State shall reimburse the employee for approved items in accordance with the lodging, meal and incidental rates and time frames established in Section 6.1, and in accordance with existing requirements, time frames and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

~~Whenever an employee is reasonably required to change his/her place of residence, the State shall reimburse the employee in accordance with existing administrative regulations. All current rules and regulations applying to State reimbursement of moving and relocation expenses shall remain in effect for the life of this Agreement.~~

David Rist

David Rist

CAPS Bargaining Team Chair
Aug 5, 2022

Candace Murch

Candace Murch

Candace Murch (Aug 5, 2022 11:51 PDT)

CalHR Principal Labor Relations Officer
Aug 5, 2022

Management Counter Roll Over Proposal

Bargaining Unit: 10

Date: February 10,
2022 1:08 pm

Exclusive Representative: CAPS

Article: 6

Subject: Business and Travel Expenses – Allowances and Reimbursement

6.3 Business Equipment, Materials and, and Supplies

The State shall provide all business equipment, materials and supplies deemed necessary by the State. Business equipment, materials and supplies provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided business equipment, materials and supplies shall be held responsible for loss of and/or damage to those items other than that incurred as the result of normal use, wear or through no fault of the employee.

It is the intent of the State to provide business equipment, materials and supplies to enable the employees to perform assigned duties and responsibilities.

Bargaining Team Chair

Signature: David Rist
David Rist (Feb 24, 2022 11:19 PST)

Email: david.rist@dtsc.ca.gov

Feb 24, 2022

Principal Labor Relations

Signature: Candace Murch
Candace Murch (Feb 24, 2022 11:23 PST)

Email: candace.murch@calhr.ca.gov

Feb 24, 2022

CAPS Roll over Proposal

Bargaining Unit: 10

Date: August 13, 2021; 12:33PM

Exclusive Representative: CAPS

Article:

Subject: 6.4 Uniform Replacement

- A. When the State requires a uniform to be worn as a condition of employment and does not provide such a uniform, the State shall authorize a uniform replacement allowance based upon actual costs for an amount to be determined by the State but not to exceed \$670.00 per year for full-time employees, and not to exceed \$335.00 a year for part-time employees, of the Department of Fish and Wildlife, Department of Forestry and Fire Protection and Department of Parks and Recreation.
- B. Uniform means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from design or fashion of the general population. This definition includes items that serve to identify the person, agency, function performed, rank or time in service.
- C. In those cases where the State provides the uniform to be worn, the uniform items provided pursuant to this Section are State-owned or leased property which will be maintained as the State deems necessary. Employees issued State-provided uniform items shall be responsible for loss of, or damage to, the uniform items other than that incurred as the result of normal wear or through no fault of the employee.
- D. In those cases where the State does not provide the uniform to be worn, Unit 10 employees shall be responsible for the purchase of the required uniform as a condition of employment. After a Unit 10 employee has been employed for the equivalent of one full year in a permanent position which requires a uniform, ~~he/she~~ they must submit a request in accordance with existing departmental practice in order to receive a uniform allowance. The uniform replacement allowance anniversary date for employees in the Department of Parks and Recreation shall continue to be February 1 of each year. Employees who do not have one (1) full year of eligibility for the uniform replacement allowance as of February 1 of any year will receive an allowance pro-rated in accordance with existing laws, rules and regulations.
- E. All required uniform items substantiated with a receipt(s) for same will be reimbursed up to the maximum allowance for the respective allowances as listed in Subsection A above.

CAPS Bargaining Team

Signature: Margarita Gordus
Margarita Gordus (Aug 13, 2021 14:33 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 13, 2021

Principal Labor Relations Representative

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 13, 2021 14:45 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Aug 13, 2021

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: February 23,
2021; 1:44PM

Exclusive Representative: CAPS

Article: 6

Subject: Business and Travel – Allowances and Reimbursements

6.5 Damage of Personal Items

- A. In accordance with established procedures, when requested by an employee and approved by the department, the State will replace, repair or reimburse for various articles of personal property necessarily worn by unit employees in the course of ~~his/her~~ their employment when such property is damaged or destroyed, through no fault of the employee, while the employee is carrying out ~~his/her~~ their job assignment. Coverage is limited to articles of clothing, eyeglasses, hearing aids, watches and dentures. Depreciation will be considered in arriving at the reimbursement value of clothing and other articles. The repair or replacement cost for a watch shall not exceed fifty dollars (\$50.00).
- B. This provision does not apply to lost or stolen articles or when recovery is possible under Workers' Compensation laws.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 15:33 PST)

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Principal Labor Relations Officer

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Feb 24, 2021 16:15 PST)

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CAPS Bargaining Team Chair

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10

Date:

Exclusive Representative: CAPS

Article: 6

Subject: Business and Travel Expenses – Allowances and Reimbursements

6.6 License Renewal Fees

The State agrees to reimburse permanent full-time employees who are required by law to maintain a license or certification as a condition of employment for the actual cost of the license renewal fees in effect on July 1 of each year of this Agreement.

It is understood that if any additional classes of Unit 10 employees are required to maintain a license or certification during the term of the Agreement, any required fees shall be paid by the State.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

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CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
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Principal Labor Relations officer

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

Management Rollover Proposal

Bargaining Unit: 10

Date: 2/23/21; 1:49PM

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work

7.1 Meal Period

- A. Unit 10 employees will normally be allowed a meal period of not less than 30 minutes or more than 60 minutes, which shall be determined by the employee's supervisor. The meal period will normally be scheduled in the middle of the work shift. A supervisor shall consider employee requests for an earlier or later meal period. Meal periods shall not be counted as part of the total hours worked. For employees assigned to a straight eight (8) hour work shift, meal periods will be counted as part of the total hours worked.
- B. Upon request of a Unit 10 employee to modify ~~his/her~~ their established meal period, a supervisor shall consider the needs of the employee, the needs of the State, and the nature of the work to be performed.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 15:33 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Feb 24, 2021 16:15 PST)

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CAPS Bargaining Team Chair

Management Counter Proposal

Bargaining Unit: 10

Date: August 11, 2021; 1:20PM

Exclusive Representative: CAPS

Article: 7

Subject: 7.2 Alternative Work Schedules

- A. Alternative work schedules are inclusive of Alternate Work Week Schedules (AWWS); Flexible Work Hours or Flextime; or Reduced Work Hours or Reduced Work Time Schedules.
- B. Upon request of a Unit 10 employee or an authorized CAPS representative, a department designee shall meet with such employee or representative and consider requests for establishment of an alternative work schedule, flextime, telecommute schedule or reduced work time for a Unit 10 employee. The request shall not be unreasonably denied. This Section is only appealable to fourth level and is not arbitrable.
- C. Should the department head or designee determine that changes be made to an employee's alternative work schedule, the department shall, whenever possible, provide thirty (30) days' notice to affected employees.
- D. Work Week Group E (WWG E) and SE (WWG SE) employees working a nonstandard work schedule (e.g., 4/10/40, 9/8/80) will be charged the number of hours scheduled for the day when they are absent for a whole day.
- E. Disputes arising under this section of the MOU shall be subject to the grievance procedure up to the fourth level, but not subject to the arbitration provision of this agreement.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 12, 2021 15:01 PDT)

Email: margarita.gordus@wildlife.ca.gov

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 12, 2021 15:11 PDT)

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Aug 12, 2021

Aug 12, 2021

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

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MG

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JS

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

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3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

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8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

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Management Rollover Proposal

Bargaining Unit: 10

Date: 2/23/21; 1:49PM

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work

7.5 Fair Labor Standards Act

- A. Notwithstanding any other contract provision, departmental policy, or practice, the travel time of employees who are covered by FLSA shall only be considered as time worked if it meets the definitions and requirements of travel time in Sections 785.34 through 785.41 of Title 29 of the Code of Federal Regulations.
- B. No employee in a classification assigned to Work Week Group E shall have ~~his/her~~ their salary reduced (docked) for absences of less than an entire day.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 15:43 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Feb 24, 2021 19:15 PST)

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CAPS Bargaining Team Chair

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date:

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.6 Duty Officer – Department of Toxic Substances Control

- A. The after-hours Emergency Response Duty Officer (ERDO) Program is staffed by Environmental Scientist, Range C, and/or Senior Environmental Scientist (Specialist) volunteers from the Emergency Response Program, and if there are insufficient ERDO unit volunteers, other qualified DTSC volunteers based upon the volunteers' current job assignment, background, skills, experience, and training. The ERDO assignment involves responding to telephone calls received from the Governor's Office of Emergency Services or from other government agencies for the purpose of taking immediate corrective actions necessary to remedy or prevent an emergency resulting from fire, explosion, release, or potential release of hazardous substances that threaten human health or the environment. This activity includes, but is not limited to, approving expenditures of State funds, providing technical guidance, and coordinating emergency responses.
- B. ASSIGNMENT:
1. On a seven consecutive day rotational basis, an ERDO volunteer will serve as primary contact during non-regular work hours and will be available by telephone at all times during the assignment as ERDO. A period of less than seven days may be assigned at the ERDO's request due to extreme and unusual conditions.
 2. Those ERDO volunteers not acting as primary ERDO will act as backup contacts, if available, in the event the primary ERDO cannot be reached or is unable to carry out the duties of the assignment. The non-regular work hours that will be covered by the ERDO include weekdays from 5:00 pm to 8:00 am, with 24-hour coverage on weekends and days the office is closed during normal workdays, holidays, and/or emergencies.
- C. COMPENSATION:
1. Effective upon ratification of this Agreement, ERDO volunteers shall receive a baseline compensation of one (1) hour of paid at time and a half for each weekday period (5 pm to 8 am), and 3.5 hours of paid at time and a half for each day (24 hours) on the weekend for a total of 12 hours paid at time and a half per week.
 2. Any compensation for time spent acting as ERDO for less than a full weekday or weekend period shall be pro-rated on these baseline rates.
 3. An after-hours ERDO working on a holiday shall receive an additional four (4) hours paid at time and a half.

4. In addition to the baseline compensation of 12 hours per week, employees shall receive a minimum of two (2) hours paid at time and a half per incident handled. Time exceeding two hours will be compensated with pay at time and a half for each quarter hour increment. DTSC will compensate with pay paid at time and a half unless management and the employee agree on compensating time off (CTO).
5. When an ERDO volunteer determines he/shethey needs rest during regular work hours, the ERDO volunteer may request up to four (4) hours administrative time off to be granted at the supervisor's discretion.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: May 11, 2022 @ 12:40 PM

Exclusive Representative: CAPS

Article: 7

Subject: Hours of Work and Overtime

7.7 Work Week Group Definitions and Compensation

A. Work Week Group 2

1. Work Week Group 2 applies to those classifications in State service subject to the provisions of the Fair Labor Standards Act (FLSA).
2. Overtime for employees' subject to the provisions of the FLSA is defined as all hours worked in excess of forty (40) hours in a period of 168 hours or seven consecutive 24-hour periods.
3. The State employer agrees to administer current rules and practices regarding work week groups and overtime. Only time actually worked shall be considered time worked towards premium overtime in a work week. This means that time spent by employees on paid leave, such as vacation, sick leave, holidays, compensating time off, etc., shall not be counted as time worked for purposes of determining eligibility for premium overtime.
4. Employees in Work Week Group 2 required to work in excess of forty (40) hours per week shall be compensated for such ordered overtime either by cash payment or compensating time off (CTO) in the following manner:
 - a. Cash compensation shall be at one and one-half (1½) times the hourly rate.
 - b. Compensating time off for Work Week Group 2 employees shall be given at one and one-half (1½) hours for each overtime hour worked.
5. Overtime may be compensated on a cash or CTO basis at the discretion of the department head or designee. Both parties agree and understand that a different type of overtime payment (cash or CTO) may be provided to employees at different times and may even be different for employees in the same or similar situations.

B. Work Week Group E

1. State employees who are exempt from the FLSA are salaried, not hourly, workers.

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2. To assure continued exemption from the FLSA, the following is the state's policy for all employees exempt from the FLSA:

- a. Management determines, consistent with the current memorandum of understanding, the products, services, and standards which must be met by FLSA exempt employees.
- b. The salary paid to FLSA exempt employees is full compensation for all hours worked.
- c. FLSA exempt employees are not authorized to receive any form of overtime compensation, whether formal or informal, with the exception of Subsection 7.7(B)(3) below.
- d. FLSA exempt employees are expected to work the hours necessary to accomplish assignments and fulfill their responsibilities. The employee's workload will normally require 40 hours per week to accomplish. However, inherent in the job is the responsibility and expectation that work weeks of longer duration may be necessary for which there will be no additional compensation in any form.
- e. Management can require FLSA exempt employees to work specified hours.

However, consistent with operational needs, and the services which management has determined must be provided, the FLSA exempt employee, subject to notifying and obtaining management concurrence, has the flexibility to alter his/her their daily and weekly work schedules.

Employees are responsible for keeping management apprised of their schedules and whereabouts, must receive approval from management for the use of formal leave (e.g. vacation, sick leave, personal leave) and for absences of one day or more, and must respond to directions from management to complete work assignments by specific deadlines.

- f. Consistent with the salaried nature of FLSA exempt employees, these employees:
 1. Shall not be charged any paid leave for absences in less than whole day increments;
 2. Shall not be docked for absences of less than a day;

3. Shall not be suspended in increments of less than one complete work week (one week, two weeks, three weeks, etc.) when facing discipline, suspensions, demotions, or discharge;
 4. Shall not have absences of less than a day recorded for attendance record keeping or compensation purposes.
3. CDFW and CDFA Unit 10 Veterinarians who have a Doctor in Veterinarian Medicine or the equivalent of a Doctor in Veterinarian Medicine and all CDFW Toxicologists who are assigned to an Incident Command Structure (ICS) response will have their Work Week Group (WWG) changed from WWG E to WWG 2 for the duration of the employee's assignment to the incident or while they occupy an ICS position.

In addition to the classifications referenced above, employees in the following classifications who are assigned to an ICS will also have their WWG changed from WWG E to WWG 2 during their assignment:

1. Research Scientist II (Epidemiology/Biostatistics)
 2. Research Scientist III (Epidemiology/Biostatistics)
 3. Research Scientist IV (Epidemiology/Biostatistics)
 4. Staff Chemist
- a. The calculation of hours of work for ICS assignments and/or positions will be based on complete work week increments and will not begin or end mid-week. A "work week" is defined as Sunday through Saturday.
 - b. Upon the switch to WWG 2, employees will be subject to all provisions outlined in Subsection 7.7(A), Work Week Group 2 above.
- C. Work Week Group SE
1. Work Week Group SE applies to those positions that under the FLSA are statutorily exempted (physicians, attorneys, teachers) from coverage.

David Rist

Signature: David Rist
David Rist (Jun 17, 2022 06:56 PDT)

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CAPS Bargaining Team Chair

Candace Murch

Signature: Candace Murch
Candace Murch (Jun 17, 2022 11:54 PDT)

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CalHR Principal Labor Relations Officer

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 13:18 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 PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 7
Subject: Hours of Work and Overtime

Date:

7.9 Arduous Duty Differential for FLSA Exempt Employees

The State shall establish an "arduous pay" program to provide additional compensation to FLSA exempt employees assigned to WWGs E and SE when there is no other way to recognize the performance of additional duties and responsibility which clearly exceed the normal demands of an employee's classification/position. Employees shall be eligible for this pay differential for up to four months per fiscal year (or per event for emergencies involving loss of life or property).

Requests for arduous pay shall be made to the California Department of Human Resources (CalHR) on a case-by-case basis by the employing department. CalHR shall evaluate said requests based on whether it satisfies all of the following:

- A. **Non-negotiable Deadline or Extreme Urgency**
The work must have a deadline or completion date that cannot be controlled by the employee or ~~his/her~~their supervisor, or must constitute an extreme urgency. The deadline or extreme urgency must impose upon the employee an immediate and urgent demand for ~~his/her~~their work that cannot be avoided or mitigated by planning, rescheduling, postponement or rearrangement of work, or modification of the deadline.
- B. **Work Exceeds Normal Work Hours and Normal Productivity**
The work must be extraordinarily demanding and time consuming, and of a nature that significantly exceeds the normal work week and work productivity expectations of the employee's work assignment.

Employees who are excluded from FLSA are expected to work variable work schedules as necessary to meet the demands of the job. This pay differential is not intended for employees who regularly or occasionally work in excess of the normal work week to meet normal workload demands. It is intended where in addition to working a significant number of hours in excess of the normal work week, there is a demand for and achievement of greater productivity or result.

- C. **Work is Unavoidable**
The work must be of a nature that it cannot be postponed, redistributed, modified, reassigned or otherwise changed in any way to provide relief.
- D. **Work Involves Extremely Heavy Workload**
The work is of a nature that it cannot be organized or planned to enable time off in exchange for the extra hours worked. The absence from work would cause difficulty or hardship on others and would result in other critical work not being completed. Occasional heavy workload of less than 12 to 14 days in duration would not normally

satisfy this requirement because time off can be arranged as compensation for this demand.

E. No Other Compensation

The employee who is receiving this pay differential is not eligible for any other additional compensation for the type and nature of the above described work.

Department decisions not to submit arduous pay requests to the California Department of Human Resources, and CalHR decisions to deny arduous pay, shall not be subject to the grievance or arbitration provisions of this agreement.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

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)

Email: david.rist@dtsc.ca.gov

Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

Apr 14, 2022

Apr 14, 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.

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6. Employees paid bi-monthly/semi-monthly shall receive one payment for the entire telework calendar month.
 7. No receipts shall be required for the payment of this stipend.
 8. Effective the first day of the pay period following ratification, no reimbursement claims will be authorized for utilities, phone, cable/internet, or other telework incurred costs. Except for approved offices supplies such as paper, pens, and printer cartridges, claims shall be submitted in accordance with the MOU and departmental policy.
 9. Any change to the employee's telework status which affects the eligibility of this stipend shall be administered in accordance with the provisions of this ~~side letter~~ section and the terms of the MOU.
- C. The Telework Stipend Program is grievable through the fourth step (CalHR level) of the grievance procedure and is not arbitrable. ~~CalHR level. This program shall not be subject to arbitration. Any decision reached at the CalHR level shall be final.~~
- D. Should the stipend amounts, as listed in Section A(1) and A(2), for any other Bargaining Unit result in more than what is received by Bargaining Unit 10 employees, the same rate shall apply to Unit 10 employees simultaneously.

CAPS Bargaining Team Chair

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

Email: david.rist@dtsc.ca.gov

Mar 9, 2022

Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

Mar 9, 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: david.rist@dtsc.ca.gov

Feb 10, 2022

CalHR Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

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: david.rist@dtsc.ca.gov

Feb 10, 2022

CalHR Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

Feb 10, 2022

CAPS PROPOSED ROLL OVER

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

Date:

Article 8 – Retirement

Retirement benefit formulas and contribution rates for State employees are specified in the Government Code as summarized below. No provision of this article shall be deemed grievable or arbitrable under the grievance and arbitration procedure, except any claim of clerical error concerning an employee's retirement benefit shall be grievable up to CalHR's level.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

Jun 23, 2021

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

Management Counter Proposal

Bargaining Unit: 10

Date: August 12, 2021; 1:40PM

Exclusive Representative: CAPS

Article: Retirement

Subject: 8.1 Miscellaneous/Industrial - First Tier Members: First Tier A (2% at age 55), First Tier B (2% at age 60), and (PEPRA) First Tier (2% at age 62) Formulas/Contribution Rate/Final Compensation Earnable

- A. First Tier retirement members first employed by the State prior to January 15, 2011 are subject to the First Tier A retirement formula.
- B. First Tier retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 are subject to the First Tier B Retirement Formula. The First Tier B Retirement formula does not apply to:
 - Former state employees who return to state employment on or after January 15, 2011.
 - State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).
 - State employees on approved leave of absence prior to January 15, 2011 who return to active employment on or after January 15, 2011.
 - Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to January 15, 2011.

The above categories are subject to the First Tier A retirement formula.

- C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- D. The table below lists the age/benefit factors for First Tier A, First Tier B, and PEPRA First Tier retirement formulas.

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Management Counter Proposal

Age at Retirement	First Tier A Formula (2% at age 55) Employees hired prior to January 15, 2011	First Tier B Formula (2% at age 60) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA Formula (2% at age 62) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.100	1.092	N/A
51	1.280	1.156	N/A
52	1.460	1.224	1.00
53	1.640	1.296	1.100
54	1.820	1.376	1.200
55	2.000	1.460	1.300
56	2.064	1.552	1.400
57	2.126	1.650	1.500
58	2.188	1.758	1.600
59	2.250	1.874	1.700
60	2.314	2.000	1.800
61	2.376	2.134	1.900
62	2.438	2.272	2.000
63	2.500	2.418	2.100
64	2.500	2.418	2.200
65	2.500	2.418	2.300
66	2.500	2.418	2.400
67	2.500	2.418	2.500

E. Employee Retirement Contribution

1. As stated in Government Code Section 20677.71, effective May 16, 2011, miscellaneous and industrial members in the First Tier retirement or the ARP, subject to social security, shall contribute eight percent (8%) of monthly compensation in excess of \$513.00 for retirement. Miscellaneous and Industrial members in the First Tier retirement or the ARP not subject to social security shall contribute nine percent (9%) of monthly compensation in excess of \$317.00 for retirement.

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Management Counter Proposal

2. As stated in Government Code Section 20683.2, Industrial members shall pay an additional one percent (1%) employee retirement contribution to retirement. Effective July 1, 2013, Industrial members subject to social security shall contribute nine percent (9%) of pensionable compensation in excess of \$513.00 to retirement.
3. Industrial members not subject to social security shall contribute ten percent (10%) of pensionable compensation in excess of \$317.00 to retirement.
4. The employee contribution rates described in 8.1 (E)(1), 8.1 (E)(2), and 8.1 (E)(3) for First Tier A, First Tier B, and PEPRA First Tier retirement formulas shall remain in effect up until the time that CalPERS has determined that (a) the total normal cost rate for the 2016- 17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.1 (E)(1), 8.1 (E)(2), or 8.1 (E)(3), respectively. After CalPERS determines (a) and (b) above have been met, the employee contribution rate for miscellaneous or industrial members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to the employee contribution in any given fiscal year shall not exceed 1 percent per year. Beginning July 1, ~~2024~~ 2020, the employee contribution shall return to the rate in effect July 1, 2018.

F. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

CAPS Bargaining Team

Signature: Margarita Gordus
Margarita Gordus (Aug 13, 2021 1:43:33 PDT)

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Principal Labor Relations Representative

Signature: Jacquelyn Sanders
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Aug 13, 2021

Aug 13, 2021

Management Counter Proposal

Bargaining Unit: 10

Date: August 12, 2021; 1:42PM

Exclusive Representative: CAPS

Article: Retirement

Subject: 8.2 Retirement - Safety Members State Safety A Formula (2.5% at age 55), State Safety B Formula (2% at age 55) and Public Employees' Pension Reform Act (PEPRA) State Safety Formula (2% at age 57)

- A. State Safety retirement members first employed by the State prior to January 15, 2011 are subject to the State Safety A retirement formula.
- B. State Safety retirement members first employed by the State on or after January 15, 2011 and prior to January 1, 2013 are subject to the State Safety B Retirement Formula. The State Safety B Retirement Formula does not apply to:
- Former state employees who return to state employment on or after January 15, 2011.
 - State employees hired prior to January 15, 2011 who were subject to the Alternate Retirement Program (ARP).
 - State employees on approved leave of absence prior to January 15, 2011 who return to active employment on or after January 15, 2011.
 - Persons who are already members or annuitants of the California Public Employees Retirement System as a state employee prior to January 15, 2011.

The above categories are subject to the State Safety A retirement formula.

- C. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- D. The table below lists the age/benefit factors for State Safety A, State Safety B, and PEPRA State Safety retirement formulas.

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Management Counter Proposal

Age at Retirement	State Safety A Formula (2.5% at age 55) Employees hired prior to January 15, 2011	State Safety B Formula (2% at age 55) Employees first hired on and after January 15, 2011 and prior to January 1, 2013	PEPRA State Safety Formula (2% at age 57) Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	1.700	1.426	1.426
51	1.800	1.522	1.508
52	1.900	1.628	1.590
53	2.000	1.742	1.672
54	2.250	1.866	1.754
55 and over	2.500	2.000	1.836
56	N/A	N/A	1.918
57 and over	N/A	N/A	2.000

E. Employee Retirement Contribution

1. As stated in Government Code Section 20683.2, State Safety members shall contribute an additional one percent (1%) retirement contribution. Effective July 1, 2013, State Safety members shall contribute ten percent (10%) of monthly pensionable compensation in excess of \$317.00 for retirement.
2. Effective July 1, 2014, State Safety members shall contribute an additional one percent (1 %) retirement contribution. State Safety members shall contribute eleven percent (11 %) of pensionable compensation in excess of \$317.00 for retirement.
3. The employee contribution rates described in 8.2(E)(2) for State Safety A, State Safety B, and PEPRA State Safety retirement formulas shall remain in effect until the time that CalPERS has determined that (a) the total normal cost rate for the 2016-17 fiscal year has increased or decreased by 1 percent, and (b) 50 percent of that normal cost rate, rounded to the nearest quarter of 1 percent, is greater than or less than the employee contribution rate described in 8.2(E)(2). After CalPERS determines (a) and (b) above have been met, the employee contribution rate for State Safety A, State Safety B, PEPRA State Safety members shall be adjusted to 50 percent of the normal cost rate rounded to the nearest quarter of one percent. Each year thereafter, it shall only be adjusted if CalPERS determines the total normal cost rate increases or decreases by more than 1 percent of payroll above the total normal cost rate in effect at the time the employee contribution rate was last adjusted. Furthermore, the increase or decrease to employee contribution in

Management Counter Proposal

any given fiscal year shall not exceed 1 percent per year. Beginning July 1, ~~2024~~ 2020, the employee contribution shall return to the rate in effect July 1, 2018.

F. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

S Bargaining Team

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Aug 13, 2021

Principal Labor Relations Representative

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Aug 13, 2021

CAPS PROPOSED ROLL OVER

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

Date: May 12, 2020 @ 4:58 pm

8.3 Second Tier Retirement Plan

Unit 10 members may participate in the Second Tier retirement plan as prescribed by Government Code Section 21070.5.

- A. Second Tier members first employed by the State and subject to CalPERS membership prior to January 1, 2013 are subject to the Pre-PEPRA Second Tier retirement formula.
- B. Employees who are brought into CalPERS membership for the first time on or after January 1, 2013 and who are not eligible for reciprocity with another California public employer as provided in Government Code Section 7522.02(c) shall be subject to the "PEPRA Retirement Formula." As such, the PEPRA changes to retirement formulas and pensionable compensation caps apply only to new CalPERS members subject to PEPRA as defined under PEPRA.
- C. The table below lists the Second Tier age/benefit factors for the Pre-PEPRA and PEPRA retirement formulas.

Age at Retirement	Pre-PEPRA Formula (1.25% at age 65)	PEPRA Formula (1.25% at age 67)
	Employees first hired on and subject to CalPERS Membership prior to January 1, 2013	Employees eligible for CalPERS Membership for the first time on and after January 1, 2013
50	0.500	N/A
51	0.550	N/A
52	0.600	0.650
53	0.650	0.690
54	0.700	0.730
55	0.750	0.770
56	0.800	0.810
57	0.850	0.850
58	0.900	0.890

59	0.950	0.930
60	1.000	0.970
61	1.050	1.010
62	1.100	1.050
63	1.150	1.090
64	1.200	1.130
65	1.250	1.170
66	1.250	1.210
67	1.250	1.250

D. Employee Retirement Contribution

As stated in Government Code Section 20683.2, effective July 1, 2013, Second Tier members, including ARP members, shall contribute one and one-half percent (1.5%) of monthly pensionable compensation for retirement, and will increase by 1.5% points annually. The final annual increase in the contribution rate shall be adjusted as appropriate to reach fifty percent (50%) of normal cost.

E. Final Compensation

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS prior to January 1, 2007, is based on the highest average monthly pay rate during twelve (12) consecutive months of employment.

Final Compensation for an employee, who is employed by the State for the first time and becomes a member of CalPERS on or after January 1, 2007, is based on the highest average monthly pay rate during thirty-six (36) consecutive months of employment.

CAPS Bargaining Chair

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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

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Jul 28, 2021

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Jul 28, 2021

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

3.10 CATASTROPHIC LEAVE

3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

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9.2 DEFINITIONS

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9.4 WAIVER OF STEPS

CAPS PROPOSED ROLL OVER

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

Date:

8.6 Enhanced Industrial Retirement

The State agrees to provide enhanced industrial disability benefits as described in Government Code Section 20047 when a Unit 10 scientist has been injured as a result of a violent act by a patient or client in a forensic facility.

CAPS Bargaining Team Chair

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Jun 23, 2021

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CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

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

Date:

8.7 Public Employees' Pension Reform Act of 2013 (PEPRA)

A. PEPRA Definition of "Pensionable Compensation"

Retirement benefit for employees subject to PEPRA are based upon the highest average pensionable compensation during a thirty-six (36) month period. Pensionable compensation shall not exceed the applicable percentage of the contribution and benefit base specified in Title 42 of the United States Code Section 430 (b). The 2013 limits are \$113,700.00 for members subject to Social Security and \$136,440.00 for members not subject to Social Security. The limit shall be adjusted annually based on changes to the Consumer Price Index for all Urban Consumers.

B. Alternate Retirement Program - New Employees

Employees first hired on or after July 1, 2013 shall not be subject to the Alternate Retirement Program (ARP). Existing ARP members are required to complete the twenty-four (24) month enrollment period. Upon completion of the twenty-four (24) month period, the employee shall make contributions to CalPERS. ARP members shall continue to be eligible for payout options beginning the first day of the 47th month of employment and ending on the last day of the 49th month of employment following ~~his or her~~ their initial ARP hire date.

C. Equal Sharing of Normal Cost

As stated in Government Code Sections 7522.30 and 20683.2, equal sharing between the State employer and State employees of the normal cost of the defined benefit plans shall be the standard for all plans and employees. It shall be the standard that all employees pay at least fifty percent (50%) of the normal cost and the State employer shall not pay any of the required employee contributions. "Normal cost" is determined annually by CalPERS.

Jun 23, 2021

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CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

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MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

**Date: August 12,
2021; 3:17pm**

Exclusive Representative: CAPS

Article: 8

Subject: Retirement

8.9 Prefunding of Post-Retirement Health Benefits

The State and Bargaining Unit 10 hereby agree to share in the responsibility toward the prefunding of postretirement health benefits for members of Bargaining Unit 10; and agree that the foregoing concepts will be implemented as a means to begin to offset the future financial liability for health benefits for retired members.

- A. Beginning July 1, 2017, the State and Bargaining Unit 10 will prefund retiree healthcare with the goal of reaching a 50 percent cost sharing of actuarially determined total normal costs for both employer and employees by July 1, 2019. The amount of employee and matching employer contributions required to prefund retiree healthcare was previously phased in over three years as follows: ~~shall increase by the following percentages of pensionable compensation;~~
 1. July 1, 2017: by 0.7 percent,
 2. July 1, 2018: by 0.7 percent, for a total of 1.4 percent,
 3. July 1, 2019: by 1.4 percent, for a total of 2.8 percent.

- B. After July 1, 2019, the contribution percentages described in paragraph A shall be adjusted based on actuarially determined total normal costs. Adjustments to both the employer and employee contribution percentages will occur if the actuarially determined total normal costs increase or decrease by more than half a percent from the total normal cost contribution percentages in effect at the time. If it is determined that an adjustment to the contribution rate is necessary, commencing no sooner than July 1, 2020, the employer and employee contribution percentages will be increased or decreased to maintain a 50 percent cost-sharing of actuarially determined total normal costs. Furthermore, the increase or decrease to the employer or employee contribution in any given fiscal year shall not exceed 0.5 percent per year.

- C. ~~Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution for prefunding other post employment benefits for the 2020-21 and 2021-22 fiscal years, as described in paragraphs A and B, is suspended and shall not be withheld from employees' salaries beginning on the first day of the pay period following ratification, and ending on June 30, 2022. The employer's monthly contribution for prefunding other post employment benefits will continue in the 2020-21 and 2021-22 fiscal years, as described in paragraphs A and B.~~ Notwithstanding Government Code Sections 22940, 22942, 22943, 22944, 22944.2, 22944.3, and 22944.5, the employees' monthly contribution for prefunding other post-employment benefits for the 2020-21 fiscal year, as described in paragraphs A and B, was suspended and was not withheld from employees' salaries. The employer's monthly contribution for prefunding other post-employment benefits continued in the 2020-21 fiscal year, as described in paragraphs A and B.

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- D. Effective on the first day of the July 2021 pay period, this article returned to full effect and the employees' monthly contributions for prefunding other post-employment benefits resumed at the actuarially determined total normal costs calculated pursuant to 8.9(B), which was 2.1 percent, based on the June 30, 2019 valuation and 2019-20 pensionable compensation.
- E. **Employees Subject to Other Post Employment Benefit (OPEB) Prefunding**
All Bargaining Unit members who are eligible for health benefits must contribute, including permanent intermittent employees. Bargaining unit members whose appointment tenure and/or time base make them ineligible for health benefits, such as: seasonal, temporary, and employees whose time base is less than halftime, do not contribute. Bargaining unit members not subject to OPEB prefunding shall begin contributing upon attaining eligibility for health benefits. New hires and employees transferring into Bargaining Unit 10 shall begin contributing immediately, unless they are not subject, as set forth above.
- F. **Withholding of Contributions**
Contributions shall be withheld from employee salary on a pre-tax basis, except for employees receiving disability benefits that require contributions to be withheld post-tax as determined by the State Controller's Office.
- G. Contributions will be deposited in the designated state sub-account for BU10 of the Annuitant's Health Care Coverage Fund for the purpose of providing retiree health benefits to state annuitants and dependents associated with BU10. As defined in Government Code Section 22940, a designated state sub-account is a "separate account maintained within the fund to identify prefunding contributions and assets attributable to a specified state collective bargaining unit or other state entity for the purpose of providing benefits to state annuitants and dependents associated with a specified collective bargaining unit or other state entity."
- H. Contributions paid pursuant to this agreement shall not be recoverable under any circumstances to an employee or ~~his/her~~ their beneficiary or survivor.
- I. The costs of administering payroll deductions and asset management shall be deducted from the contributions and/or account balance.
- J. The parties agree to support any legislation necessary to facilitate and implement prefunding of retiree health care obligations.

CAPS Bargaining Team

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Aug 13, 2021

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Aug 13, 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

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Jul 28, 2021

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Jul 28, 2021

CAPS PROPOSAL

Bargaining Unit: 10

**Date: April 7, 2021;
3:08PM**

Exclusive Representative: CAPS

Article: 8

Subject: Retirement

8.11 Post-Retirement Health and Dental Benefit Vesting

- A. The following vesting schedule shall apply to state employees in Bargaining Unit 10 first employed by the State prior to January 1, 2016 for post-retirement health benefits vesting, and the vesting schedule shall also apply to state employees in Bargaining Unit 10 first employed by the State prior to January 1, 2019 for post-retirement dental benefits vesting.

Health and Dental Benefits Vesting	
Credited Years of Service (For Employees in state service prior to January 1, 2016 <u>for health benefits vesting; and for Employees in state service prior to January 1, 2019 for dental benefits vesting</u>)	Percent of Employer Contribution
10	50
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20 or more	100

- B. The following vesting schedule shall apply to state employees in Bargaining Unit 10 first employed by the State on or after January 1, 2016 for post-retirement health benefits vesting, and the vesting schedule shall also apply to state employees in Bargaining Unit 10 first employed by the State on or after January 1, 2019 for post-retirement dental benefits vesting.
- C. The portion of the employer contribution toward postretirement health and dental benefits will be based on credited years of service at retirement per the following chart entitled "Health and Dental Benefits Vesting." The minimum number of years of State service at retirement to establish eligibility for any portion of the employee contribution will be 15 years. This section will apply only to State employees who were under a service retirement.
- D. State employees as defined in B above, who become BU 10 employees on or after January 1, 2016, shall not receive any portion of the employer's contribution payable for postretirement

health and dental benefits unless those employees are credited with 15 years of State service as defined by law.

- E. The percentage of employer contribution payable for postretirement health and dental benefits for an employee subject to this section is based on the member's completed years of credited State service at retirement as shown in the following table:

Health Health and Dental Benefits Vesting	
Credited Years of Service (For Employees new to state service on or after January 1, 2016 for health benefits vesting; and for Employees new to state service on or after January 1, 2019 for dental benefits vesting)	Percent of Employer Contribution
15	50
16	55
17	60
18	65
19	70
20	75
21	80
22	85
23	90
24	95
25 or more	100

- F. This section shall apply only to State employees who retire for service.
- G. Benefits provided an employee by this section shall be applicable to all future State service.
- H. For the purposes of this section State service shall mean service rendered as an employee or officer (employed, appointed or elected) of the State for compensation.
- I. The parties agree to support any legislation necessary to facilitate post-retirement health and dental vesting, as identified in Government Code Sections 22874, 22874.2, 22958, or any other applicable section of the Government Code.

CAPS Bargaining Team Chair

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Aug 12, 2021

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Aug 12, 2021

CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

2.5 TIMELY PAYMENT OF WAGES

2.8 OVERPAYMENTS/PAYROLL ERRORs

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3.12 CATASTROPHIC LEAVE – NATURAL DISASTER

3.15 BLOOD DONATION

3.17 MENTORING LEAVE AUTHORIZATION – SCIENCE FAIRS

3.18 PRECINCT ELECTION – PAID TIME OFF

3.20 PERSONAL LEAVE PROGRAM 2011

5.9 BENEFITS ADVISORY COMMITTEE

5.10 PRE-RETIREMENT DEATH

5.12 RURAL HEALTH CARE EQUITY SUBSIDY PROGRAM

6.7 SAFETY FOOTWEAR

7.3 OVERTIME SCHEDULING

7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

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CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

2.2 MERIT SALARY ADJUSTMENTS

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CAPS Counter Proposal

Bargaining Unit: 10

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2.2 MERIT SALARY ADJUSTMENTS

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CAPS Counter Proposal

Bargaining Unit: 10

Date: 9.30.2020

Exclusive Representative: CAPS

Subject: Rollover List

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7.4 CALL BACK TIME

8.5 ITEMS EXCLUDED FROM COMPENSATION FOR RETIREMENT

8.8 TAX TREATMENT OF EMPLOYEE RETIREMENT CONTRIBUTIONS

9.1 PURPOSE

9.2 DEFINITIONS

9.3 TIME LIMITS

9.4 WAIVER OF STEPS

MG
MG

JS
JS

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changed to 11/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

13.1 NO STRIKE

13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

13.5 REPRISALS

13.9 STATE-OWNED HOUSING RENTAL AND UTILITY RATES

15.4 CERTIFICATION OR REGISTRATION

15.5 DEPARTMENTAL ORIENTATION

15.7 VOLUNTEER TRAINING

16.1 LAYOFF AND REEMPLOYMENT

16.2 REDUCING THE ADVERSE EFFECTS OF LAYOFF

17.1 CLASSIFICATION CHANGES

19.1 REQUEST FOR REINSTATEMENT AFTER AWOL SEPARATION

19.2 INCOMPATIBLE ACTIVITIES

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: February 23,
2021; 1:44PM

Exclusive Representative: CAPS

Article: 9

Subject: Grievance and Arbitration Procedure

9.6 Informal Discussion

An employee's grievance initially shall be discussed with the employee's immediate supervisor. Within seven (7) calendar days, the immediate supervisor shall give ~~his/her~~ their decision or response.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 15:33 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Feb 24, 2021 16:15 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE - STEP 1

9.8 FORMAL GRIEVANCE - STEP 2

9.9 FORMAL GRIEVANCE - STEP 3

9.10 FORMAL GRIEVANCE - STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changes 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

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- TR'd changes 6/15/21 - not Roll Over

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9.10 FORMAL GRIEVANCE – STEP 4

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- TR'd changed 6/15/21 - not Roll Over

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13.4 SAVINGS CLAUSE

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9.10 FORMAL GRIEVANCE – STEP 4

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10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF

- TR'd changes to 1/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

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- TR'd changed 6/15/21 - not Roll Over

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CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: February 23,
2021; 1:45PM

Exclusive Representative: CAPS

Article: 9

Subject: Grievance and Arbitration Procedure

9.12 Formal Grievance – Step 5

- A. If the grievance is not resolved at Step 4, within thirty (30) calendar days after receipt of the fourth level response, CAPS shall have the right to submit the grievance to arbitration. If the grievance is not submitted to Arbitration within thirty (30) calendar days after receipt of the fourth level response, it shall be considered withdrawn and CAPS may not proceed to arbitration.
- B. CAPS shall have one hundred eighty (180) calendar days after appealing the grievance to arbitration to request in writing to CalHR to strike for arbitrators. If the request to strike arbitrators is not made within one hundred eighty (180) calendar days of the initial request to arbitrate, the grievance shall be considered withdrawn and CAPS may not proceed to arbitration. Within seven (7) calendar days after the notice to strike arbitrators has been served on the State or at a date mutually agreed to by the parties, the parties shall meet to select an impartial arbitrator. If no agreement is reached at this meeting, the parties shall, immediately and jointly, request the American Arbitration Association, State Conciliation and Mediation Service, or the Federal Mediation and Conciliation Service to submit to them a panel of seven (7) arbitrators from which the State and CAPS shall alternately strike names until one name remains and this person shall be the arbitrator. The State shall have forty (40) calendar days after a request to the American Arbitration Association, the State Conciliation and Mediation Service or the Federal Mediation and Conciliation Service prior to selecting an arbitrator.
- C. The arbitration hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. The cost of arbitration shall be borne equally between the parties.
- D. An arbitrator may, upon request of CAPS and the State, issue ~~his/hers~~their decision, opinion or award orally upon submission of the arbitration. Either party may request that the arbitrator put ~~his/hers~~their decision, opinion, or award in writing and that a copy be provided.
- E. The arbitrator shall not have the power to add to, subtract from, or modify this Agreement. Only grievances as defined in Section 9.2.A shall be subject to arbitration. In all arbitration cases, the award of the arbitrator shall be final and binding upon the parties.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 15:43 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Feb 24, 2021 16:15 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: February 23,
2021; 1:45PM

Exclusive Representative: CAPS

Article: 9

Subject: Grievance and Arbitration Procedure

9.13 Health and Safety Grievances

All Health and Safety grievances deemed necessary for expedited processing shall first be appealed directly to the second level of the grievance procedure pursuant to the modified time limits set forth below:

A. Health and Safety Grievance - Step 2

1. If the grievant is not satisfied with the decision rendered by ~~his/her~~their supervisor pursuant to Section 9.6, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the second level of appeal.
2. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

B. Health and Safety Grievance - Step 3

1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days of receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.
2. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.
3. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third step response, CAPS shall have the right to submit the grievance to arbitration.

- C. The selection of the arbitrator shall be in accordance with Section 9.12.B, and the case must be before an arbitrator within twenty (20) calendar days.

Jacquelyn Sanders

Signature: Jacquelyn Sanders

Jacquelyn Sanders (Mar 2, 2021 15:43 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Margarita Gordus

Signature: Margarita Gordus

Margarita Gordus (Feb 24, 2021 16:15 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

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 13:35 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: May 5, 2021; 2:35PM

Exclusive Representative: CAPS

Article: 10

Subject: Representational Rights

10.2 Access

CAPS representatives or staff may have access to employees, in person or virtually, if the equipment used for the virtual meeting is available and utilized as a normal part of the employee's duties. Such access is to represent them pursuant to Section 10.1.A above. Access shall not interfere with the work of the employees. CAPS representatives or staff seeking access to employees must notify the department head or designee in advance of the visit. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, or patient care including patient privacy; however, where access is restricted, other reasonable accommodations shall be made.

Jun 15, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 15, 2021 15:37 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 15, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

State Management Counter Proposal

Bargaining Unit: 10

Date: July 28,
2021; 3:05PM

Article: 10

Subject: CAPS Representational Rights

10.3 Use of State Phones and Other Equipment

- A. CAPS representatives shall be permitted reasonable use of State phones ~~to make calls and State equipment to communicate~~ for CAPS representational purposes provided, however, that such use of State phones shall not incur additional charges ~~to the State or interfere with the operation of the State.~~
- B. CAPS representatives shall be permitted use of State Phones and State equipment for representational activities as defined in Section 10.1.A, if said equipment is available and utilized as a normal part of the employee's duties. Such use of State equipment, such as fax machines and copiers, shall be minimal and incidental and shall not result in additional costs to the State, nor shall it interfere with the conduct of State business.
- C. Should a CAPS representative use State Phones and State Equipment for reasons as permitted in Section 10.1 (A), the CAPS representative will obtain approval from the employee's immediate supervisor prior to use.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 12, 2021 15:04 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 12, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 12, 2021 15:11 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Aug 12, 2021

Management Counter Rollover Proposal

Bargaining Unit: 10

Date: August 13, 2021; 11:30AM

Exclusive Representative: CAPS

Article:

Subject: 10.4 Distribution of Literature

- A. CAPS may use existing employee organization bulletin boards to post materials related to CAPS business. Upon mutual agreement between an authorized CAPS representative and the department, CAPS bulletin boards will be installed at reasonable locations. When required in advance, CAPS shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office supervisor at the time of posting.
- B. CAPS may, before or after work hours and during meal or break periods, distribute CAPS literature in non-work areas.
- C. CAPS may continue to use existing employee mailboxes for distribution of literature.
- D. CAPS agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.

CAPS Bargaining Team

Signature: Margarita Gordus
Margarita Gordus (Aug 13, 2021 14:33 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 13, 2021

Principal Labor Relations Representative

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 13, 2021 14:45 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Aug 13, 2021

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changes 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

13.1 NO STRIKE

13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

13.5 REPRISALS

13.9 STATE-OWNED HOUSING RENTAL AND UTILITY RATES

15.4 CERTIFICATION OR REGISTRATION

15.5 DEPARTMENTAL ORIENTATION

15.7 VOLUNTEER TRAINING

16.1 LAYOFF AND REEMPLOYMENT

16.2 REDUCING THE ADVERSE EFFECTS OF LAYOFF

17.1 CLASSIFICATION CHANGES

19.1 REQUEST FOR REINSTATEMENT AFTER AWOL SEPARATION

19.2 INCOMPATIBLE ACTIVITIES

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: david.rist@dtsc.ca.gov

Feb 10, 2022

CalHR Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

Feb 10, 2022

Management Proposal

Bargaining Unit: 10

Date: May 5, 2021; 2:31PM

Exclusive Representative: CAPS

Article: 10

Subject: Representational Rights

10.7 Employee Time Off

Employees shall be entitled to reasonable time off without loss of compensation to confer with a CAPS representative on representational matters at the work site or virtually if the equipment used for the virtual meeting is available and utilized as a normal part of the employee's duties. Such meetings shall be in accordance with Section 10.2 above during work hours, subject to approval of the employee's supervisor.

Jun 15, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 15, 2021 15:37 PDT)

Email: margarita.gordus@wildlife.ca.gov

PS Bargaining Team Chair

Jun 15, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

Email: jacquelyn.sanders@calhr.ca.gov
Principal Labor Relations Officer

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

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10.7 EMPLOYEE TIME OFF - TR'd changed to 1/15/21 - not Roll Over

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19.2 INCOMPATIBLE ACTIVITIES

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.

DR
DR

CM
CM

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)

Email: david.rist@dtsc.ca.gov

Mar 9, 2022

Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

Mar 9, 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)

Email: david.rist@dtsc.ca.gov

Feb 10, 2022

CalHR Principal Labor Relations Officer

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

Email: candace.murch@calhr.ca.gov

Feb 10, 2022

Management Rollover Proposal

Bargaining Unit: 10

**Date: January 27, 2021;
3:38PM**

Exclusive Representative: CAPS

Article: 11

Subject 11.1 Organization Securities

- A. The State agrees to deduct and transmit to CAPS all membership dues authorized on a form provided by CAPS.
- B. The State and CAPS agree that a system of authorized dues deductions shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.8, subject to the following provisions:
 1. Pursuant to Government Code sections 3513(i) and 3515, a written authorization for CAPS membership dues deductions in effect on the effective date of this Agreement or thereafter submitted shall continue in full force and effect during the term of this Agreement; provided, however, that any employee may withdraw from CAPS membership by sending a signed withdrawal letter to CAPS and a copy to the Controller's Office within thirty (30) calendar days prior to the expiration of this Agreement
 2. CAPS agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.
- C. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance procedure contained in Article 9 of this Agreement.

Jun 15, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 15, 2021 15:37 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 15, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF

- TR'd changes 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

13.1 NO STRIKE

13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

13.5 REPRISALS

13.9 STATE-OWNED HOUSING RENTAL AND UTILITY RATES

15.4 CERTIFICATION OR REGISTRATION

15.5 DEPARTMENTAL ORIENTATION

15.7 VOLUNTEER TRAINING

16.1 LAYOFF AND REEMPLOYMENT

16.2 REDUCING THE ADVERSE EFFECTS OF LAYOFF

17.1 CLASSIFICATION CHANGES

19.1 REQUEST FOR REINSTATEMENT AFTER AWOL SEPARATION

19.2 INCOMPATIBLE ACTIVITIES

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

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9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changed to 11/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

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13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

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15.4 CERTIFICATION OR REGISTRATION

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19.1 REQUEST FOR REINSTATEMENT AFTER AWOL SEPARATION

19.2 INCOMPATIBLE ACTIVITIES

Management Proposal

Bargaining Unit: 10

Date: May 11, 2022 @ 10:26 am

Exclusive Representative: CAPS

Article: 13

Subject: General Provisions

13.6 Supersession

The following enumerated Government Code Sections and Education Code Sections and all existing rules, regulations, standards, practices and policies which implement the enumerated Government Code Sections and Education Code Sections are hereby incorporated into this Agreement. However, if any other provision of this Agreement alters or is in conflict with any of the Government Code Sections or Education Code Sections enumerated below, the Agreement shall be controlling and supersede said Government Code Sections or Education Code Sections or parts thereof and any rule, regulation, standard, practice or policy implementing such provisions. The Government Code Sections listed below are cited in Section 3517.6 of the Dills Act.

A. Government Code Sections

1. General

- 19824 Establishes monthly pay periods.
- 19839 Provides lump sum payment for unused vacation accrued or compensating time off upon separation.
- 19888 Specifies that service during an emergency is to be credited for vacation, sick leave and Merit Salary Adjustments (MSA).

2. Step Increases

- 19829 Requires CalHR to establish minimum and maximum salaries with intermediate steps.
- 19832 Establishes annual MSAs for employees who meet standards of efficiency.
- 19834 Requires MSA payments to qualifying employees when funds are available.
- 19835 Provides employees with the right to cumulative adjustments for a period not to exceed two years when MSAs are denied due to lack of funds.

Management Proposal

- 19836 Provides for hiring at above the minimum salary limit in specified instances.
- 19837 Authorizes rates above the maximum of the salary range when a person's position is downgraded. (Red Circle Rates)
3. Holidays
- 19853 Establishes legal holidays
- 19854 Provides for personal holiday.
4. Vacations
- 19858.1 Defines amount earned and methods of accrual by full -time employees.
- 19856 Requires CalHR to establish rules regulating vacation accrual for part -time employees and those transferring from one State agency to another.
- 19856.1 Requires CalHR to define the effect of absence of 10 days or less on vacation accrual.
- 19863 Allows vacation use while on temporary disability (due to work -incurred injury) to augment paycheck.
- 19998.3 Requires CalHR to establish rules regarding vacation credit when employees have a break in service over six months.
- 19991.4 Provides that absence of an employee for a work -incurred compensable injury or disease is considered continuous service for the purpose of the right to vacation.
5. Sick Leave
- 19859 Defines amount earned and methods of accrual for full -time and part-time employees.
- 19861 Allows CalHR to define the effect on sick leave credits of absences of 10 days or less in any calendar month.
- 19862 Permits sick leave to be accumulated.
- 19863 Allows sick leave use while on temporary disability (due to work -incurred injury) to augment paycheck.

Management Proposal

- 19863.1 Provides sick leave credit while employee is on industrial disability leave and prescribes how it may be used.
- 19864 Allows CalHR to provide by rule for sick leave without pay for employees who have used up their sick leave with pay.
- 19866 Provides sick leave accumulation for non-civil service employees.
- 19991.4 Provides that absence of an employee for a work -incurred compensable injury or disease is considered continuous service for the purpose of the right to sick leave.

6. Paid Leaves of Absence

- 19991.3 Jury duty.
- 19991.5 30 -day educational leave for the medical staff and medical technicians of the Veterans Home.
- 19991.7 Teachers' educational leave and earned credits subject to CalHR rule.

7. Uniforms, Work Clothes and Safety Equipment

- 19850 Definitions.
- 19850.1 Provides for uniform allowances.
- 19850.3 Requires CalHR to establish procedures to determine need for uniforms and the amount and frequency of uniform allowances.
- 19850.4 Provides for work clothes for purposes of sanitation or cleanliness to be maintained and owned by the State.
- 19850.5 Provides for initial issuance of required safety equipment at State expense.

8. Industrial Disability Leave (IDL)

- 19869 Defines who is covered.
- 19870 Defines "IDL" and "full pay."
- 19871 Provides terms of IDL coverage in lieu of workers' compensation temporary disability payment.
- 19871.1 Provides for continued benefits while on IDL.

Management Proposal

- 19872 Prohibits payment of temporary disability or sick leave pay to employees on IDL.
- 19873 Inapplicability of retraining and rehabilitation provisions of Labor Code to employees covered by IDL.
- 19874 Allows employees to receive Workers' Compensation benefits after exhaustion of IDL benefits.
- 19875 Requires three -day waiting period, unless hospitalized or disability more than 14 days.
- 19876 Payments contingent on medical certification and vocational rehabilitation.
- 19877 Authorizes CalHR to adopt rules governing IDL.
- 19877.1 Sets effective date.

9. Non-industrial Disability Insurance (NDI)

- 19878 Definitions.
- 19879 Sets the amount of benefits and duration of payment.
- 19880 Sets standards and procedures.
- 19880.1 Allows employee option to exhaust vacation prior to NDI.
- 19881 Bans NDI coverage if employee is receiving unemployment compensation.
- 19882 Bans NDI coverage if employee is receiving other cash payment benefits.
- 19883 Provides for discretionary deductions from benefit check, including employer contributions; employee does not accrue sick leave or vacation credits or service credits for any other purpose.
- 19884 Filing procedures; determination and payment of benefits.
- 19885 Authorizes CalHR to establish rules governing NDI.

10. Life Insurance

- 21600 Establishes group term life insurance benefits
- 21604 Provides for Death Benefit from PERS.

Management Proposal

- 21605 Sets Death Benefit at \$5,000 plus 50 percent of one year's salary.
11. Health Insurance
- 22808 Provides for continuation of health plan coverage during leave of absence without pay.
- 22870 Provides for employee and employer contribution
- 22871 Sets employer contribution.
12. Work Week
- 19851 Sets 40 -hour work week and 8 -hour day.
- 19843 Directs CalHR to establish and adjust Work Week Groups.
13. Overtime
- 19844 Directs CalHR to establish rules regarding cash compensation and compensating time off.
- 19848 Permits the granting of compensating time off in lieu of cash compensation within 12 calendar months after overtime worked.
- 19849 Requires CalHR to adopt rules governing overtime and the appointing power to administer and enforce them.
- 19863 Allows use of accumulated compensable over-time while on temporary disability (due to work -incurred injury) to augment paycheck.
14. Callback Time
- 19849.1 Allows CalHR to set rules and standards for callback time based on prevailing practices and the needs of State service.
15. Defined Contribution
- 19993 Allows employees to deduct a portion of their salary to participate in a 457(b) defined contribution plan.
- 19999.5 Allows employees to deduct a portion of their salary to participate in a 401(k) thrift plan.
16. Relocation Expenses
- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

Management Proposal

17. Travel Expenses

- 19820 Provides reimbursement of travel expenses for officers and employees of the State on State business.
- 19822 Provides reimbursement to State for housing, maintenance and other services provided to employees.

18. Unpaid Leaves of Absence

- 19991.1 Allows the appointing power to grant a one -year leave of absence; assures the employee a right of return.
- 19991.2 Allows the appointing power to grant a two -year leave for service in a technical cooperation program.
- 19991.4 Provides that absence of an employee for work -incurred compensable injury or disease is considered as continuous service for purposes of salary adjustments, sick leave, vacation or seniority.
- 19991.6 Provides one year of pregnancy leave or less as required by a permanent female employee.

19. Performance Reports

- 19992 Provides for establishment of performance standards by State agencies.
- 19992.1 Provides for a system of performance reports and allows CalHR to enforce adherence to appropriate standards.
- 19992.2 Requires the appointing power to prepare performance reports and show them to the employee.
- 19992.3 Requires performance reports to be considered in salary increases and decreases, layoffs, transfers, demotions, dismissals and promotional examinations as prescribed by CalHR rule.
- 19992.4 Allows CalHR to establish rules leading to reduction in class and compensation or dismissal for unsatisfactory service.

20. Involuntary Transfers

- 19841 Provides relocation expenses for involuntary transfer or promotion requiring a change in residence.

Management Proposal

- 19994.1 Authorizes involuntary transfers. Requires 60-day prior written notice when transfer requires change in residence.
- 19994.2 Allows seniority to be considered when two or more employees are in a class affected by involuntary transfers which require a change in residence.

21. Demotion and Layoff

- 19997.2 Provides for subdivisional layoffs in a State agency subject to CalHR approval. Subdivisional reemployment lists take priority over others.
- 19997.3 Requires layoffs according to seniority in a class, except for certain classes in which employee efficiency is combined with seniority to determine order of layoff.
- 19997.8 Allows demotion in lieu of layoff.
- 19997.9 Provides for salary at maximum step on displacement by another employee's demotion, provided such salary does not exceed salary received when demoted.
- 19997.10 An employee displaced by an employee with return rights may demote in lieu of layoff.
- 19997.11 Establishes reemployment lists for laid -off or demoted employees.
- 19997.12 Guarantees same step of salary range upon recertification after layoff or demotion.
- 19997.13 Requires 30 -day written notice prior to layoff and not more than 60 days after seniority is computed.
- 19998 Employees affected by layoff due to management -initiated changes should receive assistance in finding other placement in State service.

22. Incompatible Activities

- 19990 Requires each appointment power to deter mine activities which are incompatible, in conflict with, or inimical to their employees' duties; provides for identification of and prohibits such activities.

Management Proposal

23. Use of State Time

19991 Provides State time for taking civil service examinations including employment interviews for eligibles on employment lists, or attending a meeting of CalHR or SPB on certain matters.

24. Training

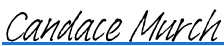
19995.2 Provides for counseling and training programs for employees whose positions are to be eliminated by automation, technological or management -initiated changes.

19995.3 Provides for Department of Rehabilitation to retrain and refer disabled State employees to positions in State service.

B. Applicable Education Codes Part 43, Section 70000, et al. Part 32, Section 59000, et al.

C. This section is not subject to the grievance and arbitration procedure outlined in Article 9 of this agreement.

Candace Murch



Candace Murch (Dec 16, 2022 02:52 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac



Jacqueline Tkac (Dec 16, 2022 02:53 PST)

CAPS Bargaining Chair

Dec 16, 2022

CAPS PROPOSAL

Bargaining Unit: 10

Date: November 12, 2020;
2:48PM

Exclusive Representative: CAPS

Article: 13

Subject: General Provisions

13.7 Non-Discrimination

- A. The State and CAPS agree that neither party will discriminate against or harass any employee on the basis of age, sex, race, religious creed, color, national origin, ancestry, genetic information, marital status, physical handicap or mental disability, medical condition, sexual orientation, gender, gender identity, gender expression, political affiliation, military or veteran status, or any protected category characteristic covered under applicable state and federal employment laws and agree to take such action as necessary to assure that this purpose is achieved.
- B. Alleged violations of this Section shall not be grievable under the grievance procedure contained in Article 9 of this Agreement.

Margarita Gordus

Signature: Margarita Gordus

Margarita Gordus (Dec 2, 2020 08:23 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jacquelyn Sanders

Signature: Jacquelyn Sanders

Jacquelyn Sanders (Dec 2, 2020 11:32 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: February 23,
2021; 1:45PM

Exclusive Representative: CAPS

Article: 13

Subject: CAPS Representational Rights

13.8 Sexual Harassment

- A. The State and CAPS agree that no employee shall be subject to sexual harassment and agree to take such actions as necessary to assure that this purpose is achieved. In this spirit, the State agrees to post a statement of this commitment to this principle in all work sites.
- B. Complaints alleging harassment shall not be grievable under the grievance procedure contained in Article 9 of this Agreement.
- C. If the complaint is resolved in favor of the employee and the employee feels ~~he/she~~they ~~are~~ is unable to return to ~~his/her~~their current job assignment, the State shall give consideration to transferring the employee to an equivalent position at the same salary and class, in the same location if a vacancy exists.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 11:33 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Feb 24, 2021 1:15 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changes 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

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19.2 INCOMPATIBLE ACTIVITIES

CAPS ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: November 12, 2020;
1:54PM

Exclusive Representative: CAPS

Article: 14

Subject: Health and Safety

14.1 Health and Safety Committees

- A. The parties agree that Joint CAPS/Management Health and Safety Committees are appropriate in many areas of State employment. At CAPS request, each department shall establish at least one Joint CAPS/Management Health and Safety Committee. Additional Joint CAPS/Management Health and Safety Committees may be established as appropriate for the larger departments.
- B. Joint CAPS/Management Health and Safety Committees may consist of no more than one representative in the area served by each Joint CAPS/Management Health and Safety Committee. The State may appoint an equal number of State representatives.
- C. The Committee shall meet at least quarterly for the purpose of discussing safety problems and recommending appropriate actions, making recommendations from time to time on the subjects of safety, safety promotion, and how to encourage employees to be more conscious of safety.
- D. Employees appointed to serve on the Committee shall serve without loss of compensation.
- E. When an employee in good faith believes that ~~he/she is~~ they are being required to work where a clear and present danger exists, ~~he/she~~ they will so notify ~~his/her~~ their supervisor. The supervisor will immediately investigate the situation and either direct the employee to temporarily perform some other task or proclaim the situation safe and direct the employee to proceed with ~~his/her~~ their assigned duties. If CAPS or the employee still believes the unsafe condition exists, CAPS or the employee may file a grievance alleging a violation of this Section at Step 2 of the grievance procedure contained in Article 9.
- F. To the extent permitted by law, all copies of employee occupation injury reports will be furnished to the appropriate Joint CAPS/Management Health and Safety Committee and remain confidential.

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Dec 2, 2020 05:23 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Dec 2, 2020 13:32 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

Management Counter Proposal

Bargaining Unit: 10

Date: February 24, 2022 @ 10:41 am

Exclusive Representative: CAPS

Article: 14

Subject: Health and Safety

14.2 (New) Ergonomic Evaluation

14.2 –Ergonomic Evaluation

- A. Upon the written request of the employee, the State shall provide, based on departmental policy and within a reasonable time frame, an ergonomic evaluation of the employee's primary workstation by a trained evaluator. As a result of the evaluation, the State, as necessary, shall make appropriate ergonomic equipment available.
- B. The State shall provide instruction in the proper operation and adjustment of computers and workstation equipment. Both parties will encourage employees to properly use computer equipment. The State shall maintain the "Computer Users Guide to an Ergonomic Workstation", or similar guide, which will be available to all departments for training purposes.

Bargaining Team Chair

Signature: David Rist
David Rist (Feb 24, 2022 11:19 PST)

Email: david.rist@dtsc.ca.gov

Feb 24, 2022

Principal Labor Relations

Signature: Candace Murch
Candace Murch (Feb 24, 2022 11:23 PST)

Email: candace.murch@calhr.ca.gov

Feb 24, 2022

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 15
Subject: Career Development

Date:

15.1 Release Time for State Civil Service Examinations

Employees who are participating in a State civil service examination shall be granted reasonable time off without loss of compensation to participate in an examination if the examination has been scheduled during his/her/their normal work hours and the employee has provided reasonable (normally two working days) notice to his/her/their supervisor. For the purposes of this Section, hiring interviews for individuals certified from employment lists shall be considered part of the examination process. The State shall attempt to accommodate a shift change request from an employee who is scheduled to work a graveyard shift on the day of a CalHR examination.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: July
28,2021; 11:56AM

Exclusive Representative: CAPS

Article: 15

Subject: Career Development

15.2 Performance Appraisal and Individual Development Plan

- A. The performance appraisal system of each department shall include annual written performance appraisals for permanent employees. Such performance appraisals shall be completed at least once each 12 calendar months after an employee completes the probationary period for the class in which he/she is they are serving. The department shall notify CAPS when performance standards are implemented or changed.
- B. The department shall notify CAPS when performance standards are implemented or changed.
- C. The purpose of the Individual Development Plan (IDP) is to establish personal objectives and develop a plan for achieving professional growth, training, career mobility and/or future career changes. An employee is not required to participate in the IDP process. If an employee elects not to participate, this decision will not be held against them.
- D. Departments shall notify each eligible employee of the opportunity to submit an IDP at least annually for full-time employees and for Permanent Intermittent (PI) employees who work seven hundred fifty (750) hours or more annually.
- E. The IDP process shall not be part of the performance appraisal or disciplinary process. If all or part of the IDP is disapproved, the employee shall be notified in writing.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 5, 2021 15:16 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 5, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 5, 2021 15:18 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Aug 5, 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

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

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF

- TR'd changed 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

13.1 NO STRIKE

13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

13.5 REPRISALS

13.9 STATE-OWNED HOUSING RENTAL AND UTILITY RATES

15.4 CERTIFICATION OR REGISTRATION

15.5 DEPARTMENTAL ORIENTATION

15.7 VOLUNTEER TRAINING

16.1 LAYOFF AND REEMPLOYMENT

16.2 REDUCING THE ADVERSE EFFECTS OF LAYOFF

17.1 CLASSIFICATION CHANGES

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19.2 INCOMPATIBLE ACTIVITIES

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

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9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

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-TR'd changed 6/15/21 - not Roll Over

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19.2 INCOMPATIBLE ACTIVITIES

Management Counter Proposal

Bargaining Unit: 10

Date: December 16, 2020; 10:23AM

Exclusive Representative: CAPS

Article: 15

Subject: Career Development

15.6 Professional Papers

- A. Upon prior approval of the department head or designee, the State may provide a Unit 10 employee up to 40 hours per year and/or necessary travel expenses for the purpose of research, preparation, and presentation of professional papers, provided that the professional papers are directly related to the employee's job assignment and the department head or designee has determined that the presentation of the research paper will benefit the State's operational needs.
- B. The department head or designee may deny the employee's request for presentation for reasons related to training, employee supervision, job performance and operational needs. If the employee's request is denied, the reason for denial shall be stated in writing.
- C. Upon request by the employee, the department will review professional papers for publication. Upon approval by the department head or designee, a copy of the paper may be provided to appropriate departmental and State libraries. This Section is not grievable under the grievance provisions.
- D. ~~Signature credit shall be given to~~ Employees who author or co-author any scientific research document and/or professional paper shall be credited as authors.
- E. The department head or designee shall respond to the employee's request for research, preparation and presentation of professional papers within thirty (30) days from the date the request was received.

Jun 15, 2021

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CAPS Bargaining Team Chair

Jun 15, 2021

Signature: Jacquelyn Sanders
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Principal Labor Relations Officer

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

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19.2 INCOMPATIBLE ACTIVITIES

Management Counter Rollover Proposal

Bargaining Unit: 10

Date: August 13, 2021; 11:28AM

Exclusive Representative: CAPS

Article: Career Development

Subject: 15.8 Professional Society Dues

In recognition of the professional nature of Unit 10 employees, each department, commission, board, or agency may reimburse a Unit 10 employee a total of up to \$100.00 per year. This is for membership dues in one or more job-related professional societies or associations of the employee's choice. Both parties agree and understand that a different amount of reimbursement, if any, may be provided to employees in the same or similar situation.

S Bargaining Team

Signature:

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Margarita Gordus (Aug 13, 2021 14:33 PDT)

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Aug 13, 2021

Principal Labor Relations Representative

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Aug 13, 2021

CAPS Counter Proposal

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 15
Subject: Career Development

Date: August 5, 2021; 2:18PM

15.9 – Professional Conferences

Every Bargaining Unit 10 employee shall be entitled to annually propose a professional development plan with a written response required within 30 business days. A plan with up to two (2) job-related professional conferences, ~~in accordance with the annual Individual Development Plan,~~ shall be considered based upon operational need. Such opportunities may involve reimbursement for one or more of the following items: travel, registration, materials, and state time, per department policy and practice. This Section is not grievable or arbitrable.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 12, 2021 15:04 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 12, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
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Aug 12, 2021

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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Jul 28, 2021

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Jul 28, 2021

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
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Jul 28, 2021

Principal Labor Relations Officer

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Jul 28, 2021

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changes 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

13.1 NO STRIKE

13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

13.5 REPRISALS

13.9 STATE-OWNED HOUSING RENTAL AND UTILITY RATES

15.4 CERTIFICATION OR REGISTRATION

15.5 DEPARTMENTAL ORIENTATION

15.7 VOLUNTEER TRAINING

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19.2 INCOMPATIBLE ACTIVITIES

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: February 23,
2021; 1:46PM

Exclusive Representative: CAPS

Article: 16

Subject: Transfer and Layoff

16.3 Change in Work Location

The State, CAPS, and Bargaining Unit 10 employees recognize that the nature of the work performed by Unit 10 employees may require the State to make temporary reassignments of employees on short notice.

The State will normally provide Unit 10 employees with at least seven (7) working days advance notice of a change in their work location which would not reasonably require the employee to change his/her place of residence. This advance notice is not required if: (1) the new work location is within the general vicinity of the employee's current regular street business address, (2) the change is due to an unforeseen emergency, or (3) the change is made at the request of the employee.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 15:43 PST)

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Principal Labor Relations Officer

Margarita Gordus

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CAPS Bargaining Team Chair

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: February 23,
2021; 1:46PM

Exclusive Representative: CAPS

Article: 16

Subject: Transfer and Layoff

16.4 Appeal of Involuntary Transfer

- A. An involuntary transfer which reasonably requires an employee to change his/her/their residence may be grieved under Article 9 only if the employee believes it was made for the purpose of harassing or disciplining the employee. If the appointing authority or the California Department of Human Resources disapproves the transfer, the employee: (1) shall be returned to his/her/their former position; (2) shall be paid the regular travel allowance for the period of time he/she/they were ~~was~~ away from his/her/their original headquarters; and (3) shall be paid his/her/their moving costs both from and back to the original headquarters, in accordance with the California Department of Human Resources laws and rules.
- B. An Appeal of an involuntary transfer which does not reasonably require an employee to change his/her/their residence shall not be subject to the grievance and arbitration procedure. It shall be subject to the complaint procedure if the employee believes it was made for the purpose of harassing or disciplining the employee.

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Mar 2, 2021 11:43 PST)

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Principal Labor Relations Officer

Margarita Gordus

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Margarita Gordus (Feb 24, 2021 11:15 PST)

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CAPS Bargaining Team Chair

CAPS Counter Proposal

Bargaining Unit: 10

**Date: July 28,
2021; 2:05PM**

Exclusive Representative: CAPS

Article: 16

Subject: Transfer and Layoff

16.5 Hardship Transfer

- A. The State and CAPS recognize the importance of hardship transfers as a way of dealing with work issues and family issues. An employee experiencing a verifiable hardship, including but not limited to domestic violence; a substantiated complaint of workplace violence or workplace bullying; mandatory job transfer of a spouse or domestic partner (in accordance with Family Code Section 297); or family illness, injury, death, serious health condition, or other important consideration; may request a transfer to another geographic area, work location, or unit to mitigate the hardship.
- B. The State shall endeavor to reassign the employee to a comparable or lesser (if comparable is not available) position in the requested geographic area, work location, or unit. If the employee accepts the position of a lower paid classification, the State shall endeavor to reinstate the employee to his/her/their former classification and comparable salary level. Reasons for the inability to grant the transfer shall be provided in writing as soon as practicable.
- C. Transfers under this section shall be considered voluntary.
- D. The parties agree that disputes under this section are grievable through Step 4 (CalHR) and are not arbitrable.

CAPS Bargaining Team Chair

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Aug 12, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
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Aug 12, 2021

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

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10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF

- TR'd changed 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

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19.2 INCOMPATIBLE ACTIVITIES

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: February 23,
2021; 1:47PM

Exclusive Representative: CAPS

Article: 17

Subject: Classification

17.2 Out-of-Class Grievance Process

A. Definitions

1. "Working out-of-class" (a.k.a. "out-of-class work") is defined as performing, more than 50 percent of the time, the full range of duties and responsibilities allocated to an existing class and not allocated to the class in which the employee has a current, legal appointment.
2. A "pre-arranged out-of-class assignment" is defined as the intentional assignment of out-of-class work to an employee by the employee's appointing power, department head or designee for a defined period of time of up to 120 days or, if approved by the California Department of Human Resources, up to one year.
3. "Terminated out-of-class work or assignment" is defined as "working out-of-class" (as defined above) in which the out-of-class work or assignment has ceased either because the duties and responsibilities that created the out-of-class situation were removed, or the percentage of time spent performing the full range of duties and responsibilities fell below 50 percent, or the employee is no longer working in the position alleged to have created the out-of-class situation.

B. Pre-arranged Out-of-Class Assignments

Notwithstanding Government Code Sections 905.2, 19818.8, 19818.6, 19818.16, and 19823 an employee may be required to perform work other than that described in the specification for ~~his/her~~their classification for up to 120 consecutive calendar days during any 12-month period. An employee may be assigned to work out-of-class for more than 120 consecutive calendar days only with the approval of the California Department of human Resources (CalHR). Out-of-class assignments shall not exceed one year.

1. Rate of Pay:

If an appointing power, department head or designee requires an employee to work "out-of-class" in a higher classification for more than two consecutive weeks, the employee shall receive the rate of pay, pursuant to DPA Regulation 599.673, 599.674, or 559.676 that the employee would have received if appointed to the higher class for the entire duration of the assignment. The out of class compensation shall not be considered as part of the base pay in computing the promotional step in the higher class.

2. Rotation to Avoid Out-of-Class Pay:


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The State shall not rotate employees in and out of out-of-class assignments for the sole purpose of avoiding payment of an out-of-class compensation.

C. Out-of-Class Grievances

1. Exclusive Appeal Process:
The grievance and arbitration procedure described in Subsection E below shall be the exclusive means by which alleged out-of-class assignments shall be remedied, including requests for review by the California Department of Human Resources referenced in Government Code Section 19818.16. Out-of-class grievances shall not be filed with the State Board of Control.
2. Out-of-Class Remedy:
The grievance and arbitration procedure described in Subsection E shall be the exclusive means by which alleged out-of-class appeals shall be remedied, including those referenced in Government Code Sections 19818.6 and 19818.20.
3. Retroactive Pay:
The only remedy that shall be available to grievants is retroactive pay for out-of-class work.
4. Back Pay Limited to One Year:
A timely filed grievance concerning out-of-class work which is granted under this Article shall not be compensated retroactively for a period greater than one (1) year before the filing of the grievance.
5. Arbitrator Limitations:
Arbitrators shall not have the authority to order reclassification (reallocation) of a grievant's position or discontinuance of out-of-class work assignments.

D. Grievance Procedure and Time Limits

1. Duty to File Timely Grievance:
If an employee believes that ~~he/she~~they ~~has~~have been assigned out-of-class duties and responsibilities, ~~he/she must file an~~ out-of-class grievance must be filed no later than 60 days after the conclusion of the out-of-class duties/work. Any claim for back pay concerning the out-of-class work is waived if the employee fails to timely file the grievance as provided by this section. The grievance package shall include a completed CalHR 651 (Job Description Form).
2. Third Level Appeal:
Out-of-class grievances shall be filed with a designated supervisor or manager identified by each department head as the third level of appeal in the usual grievance procedure found in Article 9.
3. Third Level Response:
The person designated by the department head as the third level of appeal shall respond to the grievance in writing within 45 calendar days after receipt of the grievance.
4. Fourth Level Appeal:
If the grievant is not satisfied with the decision rendered by the person designated by the department head at the third level of appeal, the decision


JS


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~~he/she~~ may be appealed ~~the decision~~ in writing within 21 calendar days after receipt to the Director of the California Department of Human Resources.

5. Fourth Level Response:
The Director of the California Department of Human Resources or designee shall respond to the grievance in writing within 60 calendar days after receipt of the appealed grievance.
6. Arbitration Request:
If the grievance is not resolved by the California Department of Human Resources, the union shall have the right to submit the grievance to arbitration within 30 calendar days following receipt of the California Department of Human Resources' decision.
7. Arbitration Process:
Article 9.12 "Formal grievance - Step 5" shall apply to out-of-class grievances except as otherwise provided in this section.

E. Arbitrator Award:
The arbitrator's award regarding out-of-class grievances shall be final and binding on the parties. Said awards shall not be subject to challenge or review in any forum, administrative or judicial, except as provided in Code of Civil Procedure Section 1286.2 et seq.

Jacquelyn Sanders

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Jacquelyn Sanders (Mar 2, 2021 15:13 PST)

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CAPS Bargaining Team Chair

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: December 15, 2022 @
11:48 pm

Exclusive Representative: CAPS

Article: 17

Subject: Classification

17.3 New - Internal Class Promotional Joint Labor Management Committee

The parties agree to form a Joint Labor Management Committee (JLMC) who will meet to examine the promotional structure including the Minimum Qualifications for the following classification series: Environmental Scientist, Seismologist, Integrated Waste Management Specialist, Industrial Hygienist, Energy Commission Specialist, Geologist, and Toxicologist. Ensuring an equally attractive technical and administrative promotional pathways in the promotional structure of the series is a priority and will enable California to compete for and retain scientific expertise.

The Joint Labor Management Committee will be comprised of no more than eight (8) CAPS representatives, one from each of the classification series, and no more than eight (8) management representatives determined by CalHR which may include appropriate departmental representatives. The first meeting of the Joint Labor Management Committee will occur within two (2) months after full ratification of the MOU. The JLMC shall be completed no later than January 1, 2025, with the intent to complete the recommendations as soon as possible, but no later than June 30, 2024.

The JLMC will submit its recommendations to the Director of CalHR for consideration. If the State and CAPS mutually agree that as a result of the committee's recommendations to the Director of CalHR there is a critical issue that warrants immediate action, the parties agree to meet and confer to address the identified issue.

Candace Murch

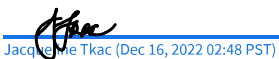


Candace Murch (Dec 16, 2022 02:43 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac



Jacqueline Tkac (Dec 16, 2022 02:48 PST)

CAPS Bargaining Chair

Dec 16, 2022

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10

Date: 5/12/2020

Exclusive Representative: CAPS

Article: 18

Subject: Permanent Intermittent Appointments

18.1 Permanent Intermittent Appointments

- A. An "intermittent" position or appointment is a position or appointment in which the employee is to work periodically or for a fluctuating portion of the fulltime work schedule. An intermittent employee may work up to 1,500 hours in any calendar year based upon SPB rule. The number of hours and schedule of work shall be determined based upon the operational needs of each department.
- B. Each department may establish an exclusive pool of intermittent employees based upon operational need.
- C. Each department will endeavor to provide intermittent employees reasonable advance notice of their work schedule.
- D. Upon mutual agreement, a department head or designee may grant an intermittent employee a period of nonavailability not to exceed twelve (12) months during which the employee may not be given a waiver. The period of nonavailability may be revoked based on operational needs. An employee on nonavailable status who files for unemployment insurance benefits shall be immediately removed from such status.
- E. An intermittent employee will become eligible for leave credits in the following manner:
 1. Sick Leave.
An intermittent employee in Bargaining Unit 10 will be eligible for eight (8) hours of sick leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. An intermittent employee shall not be removed from scheduled work hours because ~~he/she is~~they are on sick leave.
 2. Vacation Leave.
An intermittent employee will be eligible for vacation leave credit with pay as defined in Section 3.1, on the first day of the following qualifying monthly pay period following completion of 960 hours of compensated work. Thereafter, an employee will be eligible for vacation credit with pay in accordance with the schedule in Section 3.1, on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is lack of work, a department head or designee may:

- a. Pay the employee in a lump sum payment for accumulated vacation leave credits; or
- b. Schedule the employee for vacation leave; or
- c. Allow the employee to retain ~~his/her~~their vacation credits; or
- d. Effect a combination of a, b or c above.

3. Annual Leave.

A permanent intermittent employee will be eligible for annual leave credit with pay on the first day of the qualifying monthly pay period following completion of each period of 160 hours of paid employment. The hours in excess of 160 hours in a qualifying monthly pay period shall not be counted or accumulated. When it is determined that there is a lack of work, a department head or designee may:

- a. Pay the permanent intermittent employee in a lump sum payment for accumulated annual leave credits; or
- b. By mutual agreement, schedule the permanent intermittent employee for annual leave; or
- c. Allow the permanent intermittent employee to retain ~~his/her~~their annual leave credits; or
- d. Effect a combination of a, b, or c, above.

Permanent intermittent employees will be subject to the provisions of Article 3.13 (Annual Leave).

4. Holidays.

An intermittent employee will be eligible for holiday pay on a pro rata basis, based on hours worked during the pay period when the holiday occurred in accordance with CalHR rules.

5. Bereavement Leave.

An intermittent employee may only be granted bereavement leave if scheduled to work on the day(s) for which the leave is requested and only for the number of hours the employee is scheduled to work on the day or days.

6. Jury Duty.

An intermittent employee may only be granted jury duty leave if the employee is scheduled to work on the day(s) in which the service occurs and only for the number of hours the employee is scheduled to work on the day or days. If payment is made for such time off, the employee is required to remit to the State the fee(s) received. An intermittent employee shall not be removed from scheduled work hours because ~~he/she~~they are ~~is~~ on jury duty.

7. Non-industrial Disability Leave.

Where employment is intermittent, the payments shall be determined on the basis of the proportionate part of a monthly rate established by the total hours actually employed in the 18 monthly pay periods immediately preceding the pay

period in which the disability begins as compared to the regular rate for a full time employee in the same group or class. An employee will be eligible for NDI payments on the first day of the monthly pay period following completion of 960 hours of compensated work.

8. Pay Day.
Each department will establish a date by which its PI employees shall receive their regular pay.
9. Dental Benefits.
An intermittent employee will be eligible during each calendar year for dental benefits if the employee works at least half time, has an appointment for more than six (6) months, and must have been credited with a minimum of 480 paid hours within one of the two designated six (6) month periods in a calendar year. To continue benefits, an employee must be credited with a minimum of 480 paid hours in a designated six (6) month period or 960 paid hours in two consecutive designated six (6) month periods. For the purposes of this Section, the designated six (6) month periods are January 1 through June 30 and July 1 through December 31 of each calendar year. An eligible intermittent employee must enroll in a dental benefit plan within 60 calendar days from ~~his/her~~their date of qualification.
10. Health Benefits.
Intermittent employee eligibility for health benefits is consistent with Item (9) above.
11. All remaining conditions of employment that relate to the employee shall be administered in accordance with existing rules and regulations, unless modified by this Agreement.

Jun 15, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 15, 2021 15:37 PDT)

Email: margarita.gordus@wildlife.ca.gov
CAPS Bargaining Team Chair

Jun 15, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 15, 2021 15:42 PDT)

Email: jacquelyn.sanders@calhr.ca.gov
Principal Labor Relations Officer

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changed 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

13.1 NO STRIKE

13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

13.5 REPRISALS

13.9 STATE-OWNED HOUSING RENTAL AND UTILITY RATES

15.4 CERTIFICATION OR REGISTRATION

15.5 DEPARTMENTAL ORIENTATION

15.7 VOLUNTEER TRAINING

16.1 LAYOFF AND REEMPLOYMENT

16.2 REDUCING THE ADVERSE EFFECTS OF LAYOFF

17.1 CLASSIFICATION CHANGES

19.1 REQUEST FOR REINSTATEMENT AFTER AWOL SEPARATION

19.2 INCOMPATIBLE ACTIVITIES

9.5 PRESENTATION

9.7 FORMAL GRIEVANCE – STEP 1

9.8 FORMAL GRIEVANCE – STEP 2

9.9 FORMAL GRIEVANCE – STEP 3

9.10 FORMAL GRIEVANCE – STEP 4

9.11 RESPONSE

10.5 USE OF STATE FACILITIES

10.6 REPRESENTATIVE TIME OFF

10.7 EMPLOYEE TIME OFF - TR'd changes 6/15/21 - not Roll Over

10.8 REPRESENTATIVE PROTECTION

12.1 STATE RIGHTS

13.1 NO STRIKE

13.2 NO LOCKOUT

13.3 INDIVIDUAL AGREEMENTS

13.4 SAVINGS CLAUSE

13.5 REPRISALS

13.9 STATE-OWNED HOUSING RENTAL AND UTILITY RATES

15.4 CERTIFICATION OR REGISTRATION

15.5 DEPARTMENTAL ORIENTATION

15.7 VOLUNTEER TRAINING

16.1 LAYOFF AND REEMPLOYMENT

16.2 REDUCING THE ADVERSE EFFECTS OF LAYOFF

17.1 CLASSIFICATION CHANGES

19.1 REQUEST FOR REINSTATEMENT AFTER AWOL SEPARATION

19.2 INCOMPATIBLE ACTIVITIES

CAPS PROPOSED ROLL OVER (Gender Neutral Considerations)

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 19
Subject: Miscellaneous

Date:

19.3 Personnel and Evaluation Materials

- A. An employee's official departmental personnel file shall be maintained at a location identified by each department head or designee.
- B. Information in an employee's official departmental personnel file shall be confidential and available for inspection only to the employee's department head or designee in connection with the proper administration of the department's affairs and the supervision of the employee; except, however, that information in an employee's official departmental personnel file may be released pursuant to court order or subpoena. An affected employee will be notified of the existence of such a court order or subpoena.
- C. Evaluation material or material relating to an employee's conduct, attitude, or service shall not be included in his/~~her~~their official personnel file without being signed and dated by the author of such material. Before the material is placed in the employee's file, the department head or designee, shall provide the affected employee an opportunity to review the material, and sign and date the document acknowledging receipt. A copy of the evaluation material relating to an employee's conduct shall be given to the employee.
- D. An employee or his/~~her~~their authorized representative may review his/~~her~~the employee's official personnel file during regular office hours. Where the official personnel file is in a location remote from the employee's work location, reasonable arrangements will be made to accommodate the employee.
- E. The employee shall have a right to insert in his/~~her~~their file reasonable supplementary material and a written response to any items in the file. Such response shall remain attached to the material it supplements for as long as the material remains in the file.
- F. Any performance evaluation conducted of an employee who is a participant in CAPS/State collective bargaining negotiations shall recognize the employee's frequent absence from his/~~her~~their State job and the impact of such absences on the employee's performance.
- G. Materials relating to an employee's performance included in the employee's official departmental personnel file shall be retained for a period of time specified by each department, except that at the request of the employee, materials of a negative nature shall be purged after three years. This provision, however, does not apply to formal adverse actions as defined in applicable Government Code Sections or to material of a negative nature for which actions have occurred during the intervening three-year

period. Except that, by mutual agreement between a department head or designee and an employee, an adverse action material may be removed.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

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

MANAGEMENT COUNTER PROPOSAL

Bargaining Unit: 10

Date: August 11, 2021; 1:15PM

Exclusive Representative: CAPS

Article: 19

Subject: Miscellaneous

19.5 Peer Review

- A. The State and CAPS recognize that peer review can be advantageous to maintaining the quality of laboratory research in scientific disciplines. Upon request, the departments will within thirty (30) calendar days, meet-and-confer discuss regarding the use of peer review where appropriate. Up to two (2) CAPS employee representatives may be given release time to meet-and-confer discuss without loss of compensation. Article 9 does not apply to this Section.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Aug 12, 2021 15:04 PDT)

Email: margarita.gordus@wildlife.ca.gov

Aug 12, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Aug 12, 2021 15:11 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Aug 12, 2021

Management Counter Proposal

Bargaining Unit: 10

Date: June 9, 2022 @ 5:03 pm

Exclusive Representative: CAPS

Article: 19

Subject: Miscellaneous

19.6 Transportation Incentives

- A. The State and Union agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
- B. Mass Transit
Effective the first day of the pay period following ratification by both parties, ~~e~~Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a ~~100~~ 75-percent (~~100~~75%) discount on public transit passes sold by State agencies up to a maximum of \$65.00 per month ~~the monthly exclusion amount provided by the Internal Revenue Service (IRS).~~ Employees who purchase public transit passes on their own shall be eligible for a ~~100~~75-percent (~~100~~75%) reimbursement up to a maximum of \$65.00 per month ~~the monthly exclusion amount provided by the IRS.~~ The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purpose of retirement contributions. The State may establish and implement procedures and eligibility criteria for the administration of this benefit including required receipts and certification of expenses.
- C. Van Pool
Effective the first day of the first pay period following ratification by both parties, ~~e~~Employees riding in vanpools or driving in vanpools shall be eligible for a ~~100~~75 percent (~~100~~75%) reimbursement of the monthly fee up to a maximum of \$65.00 per month. ~~the monthly exclusion amount provided by the IRS. In lieu of the vanpool rider reimbursement, the State shall provide \$100.00 per month to each State employee who is the primary vanpool driver, meets the eligibility criteria, and complies with program procedures as developed by the State for primary vanpool drivers. The combined maximum allowable exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the combined IRS maximum monthly exclusion amount.~~ This shall not be considered compensation for purposes of retirement contributions. A vanpool is defined as a group of seven (7) or more people who commute together in a vehicle (State or non-State) specially designed to carry an appropriate number of passengers. A vanpool must, at a minimum, meet the definition of a "commuter highway vehicle" in Internal Revenue Code section 132 (f), including seating

DR
DR

CM
CM

Management Counter Proposal

capacity requirements. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. Mass Transit and Vanpool

Effective the first day of the pay period following ratification by both parties,
eEmployees headquartered out-of-state shall receive reimbursement for qualified public transportation and vanpool expenses for 10075 percent (10075%) of the cost up to a maximum of \$65.00 per month or in the case of the primary vanpool driver, the \$100.00 per month rate the monthly exclusion amount provided by the IRS. The combined maximum allowable monthly exclusion amount for employees who are eligible to claim both mass transit and vanpool shall not exceed the combined IRS maximum monthly exclusion amount. This shall not be considered compensation for purpose of retirement contributions. The appointing power may establish and implement procedures regarding the certification of expenses.

- E. For the term of this Agreement, the parties agree that the State may increase parking rates in existing owned or leased lots, in urban congested areas, no more than twenty dollars (\$20.00) per month above the current rate charged to employees in specific locations where they park. Congested urban areas are such as Sacramento, San Francisco Bay, Fresno, Los Angeles, San Bernardino, Riverside, and San Diego areas. Every effort shall be made to provide employees 60 days but no less than 30 days' notice of a parking rate increase. The State shall not increase rates for existing parking lots where employees do not currently pay parking fees. Rates at new lots administered or leased by the State will be set at a level comparable to rates charged for similar lots in the area of the new lot, e.g. rates for open lots shall be compared to rates for open lots, rates for covered parking shall be compared with rates for covered parking.
- F. The State shall continue a system for employees where parking fees may be paid with pre-tax dollars.
- G. Notwithstanding any other provision of this Contract, the Union agrees that the State may implement new policies or change existing ones in such as transit subsidies, vanpool/carpool incentives, walking/biking incentives, parking, parking fees, hours of work, and other actions to meet the goals of transportation incentives. The State agrees to notify and meet-and-confer regarding the impact of such new or changed policies.

CAPS Bargaining Chair

David Rist

15, 2022

CalHR Principal Labor Relations Officer

Candace Murch

Candace Murch (Aug 15, 2022 17:05 PDT)

Aug 15, 2022

19.7 GROUP LEGAL SERVICES

19.10 CONTRACTING OUT

19.11 UNION/MANAGEMENT COMMITTEE ON STATE PAYROLL SYSTEM

TA'd

Signature: Margarita Gordus
Margarita Gordus Sep 30, 2020 14:12 PDT

Email: margarita.gordus@wildlife.ca.gov

Margarita Gordus, CAPS Bargaining Chair

TA'd

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Sep 30, 2020 14:54 PDT)

Email: Jacquelyn.Sanders@epic.edu

Jacquelyn Sanders, CalHR Principal Labor Relations Officer

CAPS PROPOSAL

Bargaining Unit: 10

Date: November 12, 2020;
2:56PM

Exclusive Representative: CAPS

Article: 19

Subject: Miscellaneous

19.8 Workplace Violence and Bullying Prevention

Each department shall establish, implement, and maintain a Workplace Violence and Bullying Prevention Program. The program shall be in writing and distributed and/or made available to all employees.

The parties agree that the model Workplace Violence and Bullying Prevention Program will be updated during the term of this Contract to include the definition of "abusive conduct," consistent with Government Code Section 12950.1, and that "abusive conduct" is also known as "bullying."

Margarita Gordus

Signature: Margarita Gordus
Margarita Gordus (Dec 2, 2020 08:23 PST)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jacquelyn Sanders

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Dec 2, 2020 13:12 PST)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations Officer

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 19
Subject: Miscellaneous

Date:

19.9 CalEPA Relocation and Transportation Agreement

Except as otherwise specified, this section shall apply only to those employees headquartered in the CalEPA Building located at 1001 I Street in Sacramento, California.

A. Telecommute Policy.

The CalEPA Telecommute Policy shall be implemented and available to all scientists throughout the State employed by CalEPA.

B. Commute Mitigation

1. Alternate Transportation Support – The State and CAPS agree that the State shall encourage employees to use alternate means of transportation to commute to and from work in order to reduce traffic congestion and improve air quality.
2. Incidental Use Parking – CalEPA shall develop an "Incidental Use Parking Program" for employees who use alternate means of transportation to commute to and from work. Upon 24 hours' notice, employees who self-certify that they are using alternate transportation to commute to and from work at least three times per week, shall be eligible to park for up to two days per pay period in a CalEPA paid parking space set aside for this purpose.
3. Guaranteed Ride Home Program – This program exists through the Sacramento Transportation Management Association. This program allows employees who use alternative transportation at least three times per week to obtain transportation in the case of emergency or unanticipated approved overtime that precludes the use of their regular ride home. Eligible employees may use the program up to six times in a 12-month period. All CalEPA boards, departments and offices will maintain membership in this organization in order to provide this benefit to all qualifying employees.

C. Parking

1. Parking Lot Waiting List – For purposes of allocating available parking spaces to CalEPA employees who were not assigned a lottery number on August 3, 2000, the following priority order shall be used after September 1, 2000: 1) disabled, 2) car/vanpools and shared permits with at least two CalEPA employees, and 3) all others, on a first come first served basis, without exceptions.
2. Waiting List Status Reports – Upon request of the exclusive representative for any of its affected bargaining units, CalEPA shall provide reports describing: 1) the number of parking permits available by lot, 2) the number of permits issued, and 3) the number of employees on the waiting list of each lot.

3. Parking - It is understood that the State will not subsidize employee parking.

D. Bicycle Transportation

1. Bicycle Storage Fee Reimbursement – Employees charged a bicycle storage fee shall be eligible for reimbursement of \$15.00 per month from when the employee relocates to the CalEPA building. This shall not be considered compensation for purposes of retirement contributions. The State may establish and implement procedures for the administration of this benefit.
2. Bicycle Storage Assignments – Bicycle storage shall be assigned based on commute days, by lottery numbers, and in accordance with the following priority: 1) five days per week, 2) four days per week, and 3) three days per week. CalEPA shall notify each bicyclist of storage arrangements beginning October 1, 2000. Advance acceptance of the storage assignment may be submitted to appropriate administrative officials. After assignments are final at each bicycle storage area, each employee may then request to be placed on a waiting list for specific bicycle storage areas. Placement on a waiting list shall be based on a first come, first served basis. Upon satisfactory proof of the need for such accommodation, bicycle commuters who require special needs accommodations shall have priority over all others commuting the same number of days per week.

The CalEPA Bicycle Storage Area is not scheduled to be available for parking until December 2000. Employees with permits may either park bicycles in general work areas of a CalEPA sponsored Pilot Project, or use available bicycle storage facilities located at 901 P Street, or any other state building.

3. City Storage Fee Reimbursement – Employees who commute to and from work by bicycle at least three days per week shall be eligible for reimbursement of the fee charged by the City for bicycle parking until the bicycle storage facilities in the new building are available for use, and afterwards, if the facilities in the new building are fully utilized.

E. Clothing Lockers

1. Priority assignment shall be given to employees who commute by bicycle or on foot by lottery number and in accordance with the following priority: 1) five days per week, 2) four days per week, 3) three days per week. Employees who commute to and from work by bicycle or on foot who were not assigned a lottery number, shall be assigned available clothing lockers in accordance with the same priority and on a first-come, first-served basis. Employees requiring a clothes locker to meet special needs accommodations shall be assigned a clothes locker upon satisfactory proof of the need for such accommodation. All other clothing lockers shall be utilized on a first-come first-served basis.

F. Safety Committee

CalEPA agrees to establish a Safety Committee to review and discuss safety issues and concerns applicable to the employees of CalEPA and its Boards, Departments and Offices (BDO) located at the CalEPA Headquarters building at 1001 I Street in Sacramento. The Committee shall meet quarterly and participants shall include the safety officer from each BDO and one representative from each Bargaining Unit willing to participate. The Committee shall establish Bylaws that may or may not be based on

any such existing committees, so long as they are not in conflict with the Memoranda of Understanding for each participating Bargaining Unit.

G. Building Card Key Costs

Employees are responsible for their business card keys. Except in cases of loss and/or damage due to negligence, business card keys will be replaced at no cost to employees up to two times per year.

H. Implementation

Where necessary, CalEPA shall develop procedures to implement any of the above programs.

CAPS Bargaining Team Chair

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:39 PDT)

Email: margarita.gordus@wildlife.ca.gov

Jun 23, 2021

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

19.7 GROUP LEGAL SERVICES

19.10 CONTRACTING OUT

19.11 UNION/MANAGEMENT COMMITTEE ON STATE PAYROLL SYSTEM

TA'd

Signature: Margarita Gordus
Margarita Gordus (Sep 10, 2020 14:12 PDT)

Email: margarita.gordus@wildlife.ca.gov

Margarita Gordus, CAPS Bargaining Chair

TA'd

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Sep 30, 2020 14:24 PDT)

Email: Jacquelyn.Sanders@epic.edu

Jacquelyn Sanders, CalHR Principal Labor Relations Officer

19.7 GROUP LEGAL SERVICES

19.10 CONTRACTING OUT

19.11 UNION/MANAGEMENT COMMITTEE ON STATE PAYROLL SYSTEM

TA'd

Signature: Margarita Gordus
Margarita Gordus Sep 30, 2020 14:12 PDT

Email: margarita.gordus@wildlife.ca.gov

Margarita Gordus, CAPS Bargaining Chair

TA'd

Signature: Jacquelyn Sanders
Jacquelyn Sanders Sep 30, 2020 14:24 PDT

Email: Jacquelyn.Sanders@epic.edu

Jacquelyn Sanders, CalHR Principal Labor Relations Officer

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 19
Subject: Miscellaneous

Date:

19.12 Excess Leave Balance Committee

CAPS and the State agree to establish a Joint Labor/Management Committee (Committee) to discuss and provide recommendations on reducing the excess leave balances of Bargaining Unit 10 employees.

The Committee shall consist of two (2) Bargaining Unit 10 employees selected by CAPS, and an equal number of management representatives. Committee members and subject matter experts shall serve without loss of compensation.

The Committee by mutual agreement shall determine its meeting schedule, ground rules, and agenda.

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.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

CAPS COUNTER PROPOSAL

Bargaining Unit: 10

Date: August 12, 2021; 3:20PM

Exclusive Representative: CAPS

Article: 19

Subject: Miscellaneous

New Section: 19.X Bicycle Commuter Program

- A. The Program is a taxable benefit administered by CalHR. This benefit is voluntarily provided by the State of California and encourages active State employees (employees) to consider bicycle commuting as a means of active transportation to and from their residences and places of employment. The Program promotes health and wellness and sustainable commuting practices by encouraging employees to use bicycles as their primary means of commuting.
- B. Eligible employees who regularly commute by bicycle during a substantial portion of a calendar month may submit claims in accordance with current state policy (HR Manual section 1425 – Bicycle Commuter Program).
- C. For the purposes of this Program, a bicyclist is any person riding a bicycle or tricycle, including Class I and II e-bikes, cargo bikes, recumbent bikes, bikes with trailers, handcycles, or other variation. Motorized scooters or mopeds are not considered bicycles.
- D. Disputes over denied claims should be submitted pursuant to the procedures outlined in HR Manual Section 1425. This Section is not grievable or arbitrable.

CAPS Bargaining Team

Signature: Margarita Gordus
Margarita Gordus [Aug 13, 2021 14:33 PDT]

Email: margarita.gordus@wildlife.ca.gov

Aug 13, 2021

Principal Labor Relations Representative

Signature: Jacquelyn Sanders
Jacquelyn Sanders [Aug 13, 2021 14:45 PDT]

Email: jacquelyn.sanders@calhr.ca.gov

Aug 13, 2021

CAPS Counter Proposal

Bargaining Unit: 10

Date: April 21, 2022 @ 1040am

Exclusive Representative: CAPS

Article: 19

Subject: Miscellaneous

19.XXX (New) The California State Payroll System Project

The parties agree, upon notice by the State, to reopen only pertinent applicable MOU sections ~~provisions~~ needed to implement changes required by the California State Payroll System Project.

CAPS Bargaining Committee Chair

Signature: David Rist
David Rist (Apr 21, 2022 10:57 PDT)

Email: david.rist@dtsc.ca.gov

Apr 21, 2022

Principal Labor Relations Officer

Signature: Candace Murch
Candace Murch (Apr 21, 2022 11:01 PDT)

Email: candace.murch@calhr.ca.gov

Apr 21, 2022

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

Signature: Margarita Gordus
Margarita Gordus (Jul 28, 2021 11:38 PDT)

Email: margarita.gordus@wildlife.ca.gov

Jul 28, 2021

Principal Labor Relations Officer

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jul 28, 2021 11:47 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Jul 28, 2021

CAPS PROPOSED ROLL OVER

Bargaining Unit: 10
Exclusive Representative: CAPS
Article: 20
Subject: Entire Agreement and Duration

Date:

20.1 Entire Agreement

- A. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded. Except as provided in this Agreement, it is agreed and understood that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement, for the duration of the Agreement.

With respect to other matters within the scope of negotiations, negotiations may be required during the term of this Agreement as provided in Subsection B below.

- B. The parties agree that the provisions of this Subsection shall apply only to matters which are not covered in this Agreement. The parties recognize that during the term of this Agreement it may be necessary for the State to make changes in areas within the scope of negotiations. Where the State finds it necessary to make such changes, the State shall notify CAPS of the proposed change 30 days prior to its proposed implementation.

The parties shall undertake negotiations regarding the impact of such changes on the employees in Unit 10, when all three of the following exist:

1. Where such changes would affect the working conditions of a significant number of employees in Unit 10.
2. Where the subject matter of the change is within the scope of representation pursuant to the Dills Act.
3. Where CAPS requests to negotiate with the State.

Any agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement. If the parties are in disagreement as to whether a proposed change is subject to this Subsection, such disagreement may be submitted to the arbitration procedure for resolution. The arbitrator's decision shall be binding. In the event negotiations on the proposed change are undertaken, any impasse which arises may be submitted to mediation pursuant to Section 3518 of the Dills Act.

Jun 23, 2021

Signature: Margarita Gordus
Margarita Gordus (Jun 23, 2021 15:36 PDT)

Email: margarita.gordus@wildlife.ca.gov

CAPS Bargaining Team Chair

Jun 23, 2021

Signature: Jacquelyn Sanders
Jacquelyn Sanders (Jun 23, 2021 15:44 PDT)

Email: jacquelyn.sanders@calhr.ca.gov

Principal Labor Relations officer

CAPS PROPOSAL

Bargaining Unit: 10

Date: 12/16/22 @
1:15am

Exclusive Representative: CAPS

Article: 20

Subject: Entire Agreement and Duration

20.2 Duration

- A. Unless a specific provision provides for a different effective date, the terms of the Agreement shall go into effect November 1, 2022, and remain in full force through January 1, 2025.
- B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

Candace Murch

Candace Murch

Candace Murch (Dec 16, 2022 02:42 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac

JT

Jacqueline Tkac (Dec 16, 2022 12:17 PST)

CAPS Bargaining Chair

Dec 16, 2022

CAPS PROPOSAL

Bargaining Unit: 10

Date: 12/16/22

@1:16am

Exclusive Representative: CAPS

Article: 20

Subject: Entire Agreement and Duration

20.3 Contract Appropriation

The State and CAPS agree to present to the Legislature a provision to appropriate funds to cover the economic term of this agreement through January 1, 2025. This will maintain Unit 10 employee salaries and benefits in case of an untimely budget.

Candace Murch



Candace Murch (Dec 16, 2022 02:40 PST)

CalHR Principal Labor Relations Officer

Dec 16, 2022

Jacqueline Tkac



Jacqueline Tkac (Dec 16, 2022 02:47 PST)

CAPS Bargaining Chair

Dec 16, 2022