

CAPS AGREEMENT

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 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 fulltime 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 date of qualification.

10. Health Benefits. An intermittent employee eligibility for health benefits is consistent with Item (8) 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.

ARTICLE 19 - MISCELLANEOUS

19.1 Request for Reinstatement After AWOL Separation

In any hearing of an automatic resignation (AWOL) pursuant to Government Code Section 19996.2, the hearing officer shall have

the discretion to award back pay. Once adopted by the California Department of Human Resources, the hearing officer's decision with respect to back pay shall be final and is neither grievable nor arbitrable under any provision of this contract, nor may it otherwise be appealed to a court of competent jurisdiction.

This provision does not otherwise limit or expand any other authority of the hearing officer under Government Code Section 19996.2.

19.2 Incompatible Activities

Each department shall have a formal incompatible activities policy. Copies of the policy shall be provided to employees upon request. Unit 10 members who wish to engage in outside activities may request, in writing, a formal departmental review. The department shall provide a determination, in writing, within 30 calendar days. Departmental determinations of incompatibility shall be grievable but not arbitrable.

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 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.

CAPS AGREEMENT

D. An employee or his/her authorized representative may review his/her 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 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 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.

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.

19.5 Peer Review

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 regarding the use of peer review where appropriate. Up to two (2) CAPS employee representatives may be given release time to meet-and-confer without loss of compensation. Article 9 does not apply to this Section.

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. Employees working in areas served by mass transit, including rail, bus, or other commercial transportation licensed for public conveyance shall be eligible for a 75 percent discount on public transit passes sold by State agencies up to a maximum of \$65 per month. Employees who purchase public transit passes on their own shall be eligible for a 75 percent (75%) reimbursement up to a maximum of \$65 per month. 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. Employees riding in vanpools shall be eligible for a 75 percent (75%) reimbursement of the monthly fee up to a maximum of \$65 per month. In lieu of the van pool rider reimbursement, the State shall provide \$100 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 van pool drivers. This shall not be considered compensation for purposes of retirement contributions. A vanpool is defined as a group of seven or more people who commute together in a vehicle (State or non-State) specially designed to carry an appropriate number of passengers. The State may establish and implement procedures and eligibility criteria for the administration of this benefit.

D. Employees headquartered out of State shall receive reimbursement for qualified public transportation and vanpool expenses for 75 percent (75%) of the cost up to a maximum of \$65 per month or in the case of the primary van pool driver, the \$100 per month rate. The appointing power may establish and implement procedures regarding the certification of expenses.

CAPS AGREEMENT

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) 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.

19.7 Group Legal Services

The State of California agrees to contract for an employee-paid group legal services plan. The plan will emphasize a choice of providers and access to legal services. The plan shall be offered on a voluntary, after-tax, payroll deduction basis, and any costs associated with administering the plan shall be paid by the participating employees through a service charge.

19.8 Workplace Violence Prevention

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

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

CAPS AGREEMENT

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*

A. 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.

19.10 Contracting Out

A. *Purpose.* The purpose of this section is to guarantee that the State does not incur unnecessary, additional costs by contracting out work appropriately performed at less expense to the State by Unit 10 employees, consistent with the terms of this section. In achieving this purpose the parties do not intend this section to expand the State's ability to contract out for personal services. The parties agree that this section shall not be interpreted or applied in a manner which results in a disruption of services provided by state departments.

B. *Policy Regarding Personal Services Contracts and Cost Savings.* Except in extremely unusual or urgent, time-limited circumstances, or under other circumstances where contracting out is recognized or required by law, Federal mandate, or court decisions/orders, the State must make every effort to hire, utilize and retain Unit 10 employees before resorting to the use of private contractors. Contracting may also

CAPS AGREEMENT

occur for reasons other than cost savings as recognized or required by law, Federal mandate, or court decisions/orders.

C. *Information Regarding Contracts To Be Let*

1. Departments will provide CAPS' designated representative with copies of Requests for Proposals (RFPs) and Invitations for Bid (IFBs) for personal services contracts when released for publication if they call for services found in Unit 10 class sections.

2. To the extent that a department is preparing to enter into a contract (or amend a contract) and it does not require an RFP or IFB, the department shall provide CAPS' designated representatives with a copy of the Standard Form 215 (or its departmental equivalent) if and when the Form 215 is completed provided the contract is/will be for services found in Unit 10 class specifications. If the Form 215 contains confidential or proprietary information, it shall be redacted as discussed below in subsection D(2).

3. The purpose of this subsection (C) is to provide CAPS with notice and an opportunity to present alternatives which mitigate or avoid the need for contracting out, while still satisfying the needs of the State to provide services. Directors (or their designee) shall therefore meet with CAPS for this purpose, if requested by CAPS.

D. *Personal Service Contracts In Existence*

Upon request of the union each department shall submit copies of any or all personal services contracts that call for services found in Unit 10 class specifications. For each contract, departments shall provide additional documents establishing the number, scope, duration, justification, total costs of all such contracts, and payment of all overhead and administrative costs paid through each contract, provided it does not disclose confidential or proprietary information, in which case it shall be redacted as discussed below. The requested contract and related information shall be provided as soon as reasonably possible. The parties expect that this shall be provided no more than 21 calendar days following the request by the union, or longer if approved by the union and the department. This shall include contracts that may otherwise be protected from public disclosure, if they provide for services found in Unit 10 class specifications. However, the State may redact those portions of protected contract(s) that are proprietary, necessary to protect the competitive nature of the bid process, and that which does not pertain to the costing of personnel services found in Unit 10 classes. The goal shall be to protect against disclosure of information which should remain confidential, while at the same time

providing the union with sufficient information to determine whether unnecessary, additional costs are being incurred by contracting out work found in Unit 10 class specifications. Costing information provided to the committee for protected contracts shall include total personnel costs for personnel services found in Unit 10 classifications plus any overhead charges paid to the contractor for these services, provided such disclosure does not breach confidentiality requirements or include proprietary information.

2. Within 10 workdays after receipt of the personal service contract and associated documents as provided for in paragraph D(1) above, the union and the department shall begin reviewing the contracts. The union and the department shall examine the contracts based on the purpose of this section, the terms of the contracts, and all applicable laws, Federal mandates and court decisions/orders. In this regard, the union and the department will consider which contracts should and can be terminated immediately, which contracts will take additional time to terminate, which contracts may continue (for how long and under what conditions) and how (if necessary and cost effective) to transition contract employees or positions into civil service. All determinations shall be through express mutual agreement of the union and the department.

3. The union and the department will continue to meet as necessary to examine personal services contracts which have been let.

4. If savings are generated by the terminations of personal service contracts under this provision, it is the intent of the State to implement agreements of the union and the department for utilization of said savings. Such agreements may include:

a. Contributing toward position reductions which would otherwise be accomplished by the layoff, salary reduction or displacement of Unit 10 employees.

b. Enabling the employment of Unit 10 employees for services currently performed by contractors.

c. Enabling of the conversion to Unit 10 civil service employment of qualified contract employees who wish to become State employees, as otherwise permitted by law, regulations, provisions of the contracts and resolutions by the State Personnel Board.

d. Providing timely, adequate and necessary recruitment efforts. These efforts may include focused recruitment, publicizing in professional journals, use of the media, job fairs, expedited hiring, expedited background checks, spot testing authorized by the SPB, State

CAPS AGREEMENT

employee registries, and recruitment and retention incentives.

e. Such other purposes as may be mutually agreed upon.

E. Displacement Avoidance

1. The objective of this subsection is to ensure that Unit 10 employees have preference over contract employees consistent with, but not limited to the following principles:

a. The duties at issue are consistent with the Unit 10 employee's classification;

b. The Unit 10 employee is qualified to perform the job;
and

c. There is no disruption in services.

2. To avoid or mitigate Unit 10 employee displacement for lack of work, the appointing power shall review all existing personal services contracts to determine if work consistent with the affected employee's classification is being performed by a contractor. Displacement includes layoff, involuntary demotion, involuntary transfer to a new class, involuntary transfer to a new location requiring a change of residence, and time base reductions. If the union and the department that reviews personal services contracts determines that the terms and purpose of the contract permit the State to assign the work to a Unit 10 employee who would otherwise be displaced, this shall be implemented consistent with the other terms of this section. The State and CAPS shall meet and confer for purposes of entering into an agreement about the means by which qualified employees are notified and provided with such assignments. This shall include developing a process that ensures that savings realized by terminating the contract and reassigning the work to a Unit 10 employee to avoid displacement, are utilized to offset that employee's moving and relocation costs, the amount of which shall be consistent with Section 6.2 of the parties' collective bargaining agreement.

F. Nothing in this Section shall be interpreted or applied in such a manner as to interfere with the State or Federal court orders, the authority of the State or Federal court or the authority of the special masters or receiver.

G. *Relationship Between this Section and Related Statutes.* The State is mindful of the constitutional and statutory obligations (e.g., Government Code Section 19130) as it pertains to restriction on contracting out. Thus, nothing in this Section is intended to interfere with pursuit of remedies for violation of these obligations as provided by law (e.g., Public Contract Code Section 10337).

19.11 Union/Management Committee on State Payroll System

The parties agree to participate in a Union/Management Committee that advises the State Controller on planned and anticipated changes to the State's payroll system. Topics to be explored include, but are not limited to, accuracy and timeliness of the issuance of overtime warrants, changes in earnings statements, direct deposit of employee pay, and design of and transition to a biweekly pay system. The committee shall be comprised of an equal number of management representatives and Union representatives. In addition, the CalHR shall designate a chairperson of the committee. The Union may have one representative who shall serve without loss of compensation.

This section shall not be subject to the grievance and arbitration procedure.

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.

ARTICLE 20 – ENTIRE AGREEMENT AND DURATION

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.