

### **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existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby superseded.

## *CAPS AGREEMENT*

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.

### **20.2 Duration**

A. Unless a specific provision provides for a different effective date, the terms of the Agreement shall go into effect July 2, 2015 and remain in full force through July 1, 2018.

B. In the six-month period prior to the expiration date of the Agreement, the complete Agreement will be subject to renegotiation.

### **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 June 30, 2018. This will maintain Unit 10 employee salaries and benefits in case of an untimely budget.

#### **20.4 Previous Tentative Agreement**

The California Department of Human Resources (CalHR) and the exclusive representative for State Bargaining Unit 10, the California Association of Professional Scientists (CAPS) have negotiated in good-faith towards a successor Memorandum of Understanding. On or about September 4, 2015, the parties' negotiations initially resulted in a Tentative Agreement, which was ratified by the California legislature and signed by Governor Brown on or about September 22, 2015, with the passage of SB 99. The parties resumed good-faith negotiations on or about November 19, 2015, after the CAPS membership failed to ratify the parties' Tentative Agreement. These negotiations continued through January 13, 2016, and have concluded in the parties reaching Tentative Agreement. The parties agree the terms of the successor Memorandum of Understanding will be the Tentative Agreement previously reached by the parties on or about September 4, 2015, and ratified by the California legislature and signed by the Governor Brown on or about September 22, 2015, with the passage of SB 99.