



Legal Division

**Legal Office**

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**Governor** Gavin Newsom  
**Secretary, Government Operations Agency** Amy Tong  
**Director** Eraina Ortega

September 22, 2023

Sheena J. Farro  
Senior Regional Attorney  
Public Employment Relations Board  
1031 18th Street  
Sacramento, CA 95811

Re: California Association of Professional Scientists (CAPS) Bargaining Unit 10 and State of California (Department of Human Resources); Case No. SA-IM-3586-S  
**CalHR Response to CAPS Request for Impasse Determination/Appointment of Mediator**

Dear Ms. Farro:

The California Department of Human Resources (CalHR or state), on behalf of the state employer, respectfully submits this response to the California Association of Professional Scientists' (CAPS or union) request for impasse determination and appointment of mediator for negotiations with Bargaining Unit 10, filed with the Public Employment Relations Board (PERB) on September 19, 2023.

Although the parties disagree on some issues, the state does not believe the parties are at an impasse for a successor Memorandum of Understanding (MOU) for state Bargaining Unit 10. The state remains ready and willing to resume negotiations.

**Background Facts**

CalHR and CAPS have been in negotiations for a successor MOU for Bargaining Unit 10 after sunshining proposals on January 8, 2020. On December 16, 2022, CalHR and CAPS reached a total tentative agreement; however, CalHR was verbally informed CAPS membership rejected the agreement during ratification on February 1, 2023. Attached as Exhibit A is a summary of the tentative agreement that was rejected by CAPS membership. Since that rejection, there have been a total of approximately 23 bargaining sessions, with the last bargaining session taking place on September 6, 2023.

During negotiations, the parties have made significant progress toward reaching an agreement on a successor MOU. The parties have reached tentative agreement on

most, **if not all**, of the non-economic provisions of the contract. The parties have also reached an agreement on many of the economic provisions of the agreement (e.g., Night Shift Differential, Business and Travel, etc.) and have been **actively passing proposals and counterproposals on the few remaining economic terms of the MOU.**

During the most recent round of bargaining, it did not appear to the state that impasse was imminent; rather, the parties appeared poised to make progress on the remaining issues and the general tenor of the meeting was that there was still more to be done. Below is an excerpt from the bargaining notes for the parties' most recent bargaining session, which was held on **September 6, 2023:**

Bianca Petzold – we're looking at members need and package presented by state, and they're still not as close as we need them to be. So that would be what check in would be about.

Candace Murch – maybe Wednesday next week, but then I'm out of country for three or four weeks, I can email you. I will send you email later today, or would it be easier for you to send me your team's avail and then I can work around that?

Bianca Petzold – yes. Thank you everyone for dedicating the time.

Candace Murch – thank you for time and reconsidering state's time. Opportunity to do last push to get in front of legislature before this session ended. I appreciate and we'll figure out next steps to move forward.

 ended 3:40 PM

As reflected in these notes, in their most recent bargaining session, neither party indicated that they were at or on the brink of impasse. Rather, the parties were discussing items that needed follow-up and expressed a desire to figure **out the next steps to move forward.**

### **The Parties are Not at Impasse**

The Union has not demonstrated an existence of impasse as required by PERB's regulation 32793, subdivision (c). As set forth above, there have been a total of 23 bargaining sessions since CAPS' membership rejected the prior tentative agreement between the parties. During that time the parties tentatively agreed to approximately 164 different proposals.

In addition, the parties have also been making **slow but steady progress on reaching agreement on the remaining terms of the MOU.** For example, with respect to the salary increases for Bargaining Unit 10, the parties passed 5 proposals and counterproposals. The state is offering a significant portion of Bargaining Unit 10 employees a minimum 9

percent pay increase, with the potential for 10 percent, over the three-year contract. Some Bargaining Unit 10 employees in specified classifications could receive a maximum of 15 percent, with the potential for 16 percent, over the three-year contract, with the first increase effective upon ratification. CAPS proposed special salary adjustments (SSA's) for various classifications, ranging from 2.5 percent to 40.6 percent to be effective July 1, 2023, and general salary increases of 8.5 percent over the remaining two years. **The state rejected this proposal on August 31, 2023, and has not received a counter proposal.**

In addition, currently there are approximately four bargaining proposals that have been rejected by the state, to which the union has not yet responded. These proposals include, but are not limited to, proposals on salaries, emergency response recruitment and retention, health/dental/vision, and **entire agreement**. Similarly, there are approximately six bargaining proposals that the state has received from the union, to which the state has yet to respond. These proposals include, but are not limited to, geographic pay differential, employee donated release time bank, historical reinstatement for Unit 10, SSA's for Unit 10, no strike, and no lockout. **In particular, CAPS asked the state to investigate whether a 5% SSA could be reworked to provide smaller additional amounts to those who have a wider gap from their supervisory counterparts. CAPS has not yet given the state the opportunity to respond to its request.** Additionally, two sections, duration and contract appropriation have not been passed by either party. It is entirely inaccurate for CAPS to claim that the parties are at impasse when both the state and CAPS have yet to even respond to a significant number of proposals on both economic and non-economic topics.

Both parties have made significant concessions to reach this point in the negotiations. For the union to unilaterally declare impasse when the parties have made significant progress in other areas and have been actively passing and considering proposals on the economic terms, reveals a lack of genuine desire to reach an agreement. (See *Kings In-Home Supportive Services Public Authority* (2009) PERB Decision No. 2009 ["the Public Authority inexplicably declared impasse without allowing CUHW to respond to the Public Authority's counter-offer and refused to participate in further negotiations. As such, we find this conduct indicates an intent to subvert the negotiating process and generally demonstrates the lack of a genuine desire to reach agreement."].)

The totality of the circumstances here does not demonstrate a genuine willingness on the union's part to reach an agreement. On the contrary, CAPS has adopted a bargaining strategy that seems to be designed to move the parties away from rather than toward agreement. For example, CAPS passed a proposal on August 22, 2022, that included an SSA for Environmental Scientists and Integrated Waste Management Specialists of 30 percent. **CAPS subsequently passed another proposal on August 31, 2023, which included a 36.55 percent SSA for the same classifications. Similarly, a year ago CAPS passed a proposal for the Senior Geologist Specialist that included a 33 percent SSA and has now passed a proposal that increases that SSA to 40.6 percent.**

The above examples demonstrate that, not only has there been no movement on CAPS' side toward a mutually acceptable agreement, but CAPS has actually moved further away from reaching a deal.

PERB should not sanction this bad faith tactic with a declaration of impasse. CAPS' premature and unilateral declaration of impasse given the status of bargaining between the parties demonstrates a contrived impasse for reasons other than good faith bargaining. PERB recognizes that impasse procedures are appropriate after good faith negotiations have occurred:

The role of impasse resolution procedures in general is well established in California public sector labor law. They are intended to produce resolution in bargaining disputes *after* good faith negotiations fail to achieve their intended purpose so as to prevent disruption of important governmental services to the public.

(*City and County of San Francisco* (2009) PERB Dec. No. 2041, emphasis in the original.) Here, the parties have not exhausted good faith negotiations, nor has CAPS acted entirely in good faith throughout this process. Thus, a declaration of impasse is premature and unwarranted at this time.

### **The State is Willing to Engage in Mediation**

Although the state rejects the unsupported proposition that the parties are at impasse, it does see merit in mediation to assist the parties in reaching an agreement. The state is willing to jointly select a mediator with CAPS as set forth in Government Code section 3518, and to schedule mediation dates. The state offered pre-impasse mediation to the union on September 13, 2023, and again on September 19, 2023, after having notice of the request for impasse. There is no requirement PERB must issue a declaration of impasse prior to the parties engaging in mediation. Indeed, the Ralph C. Dills Act (Dills Act) contemplates pre-impasse mediation and only requires that a "reasonable period of time" pass prior to mediation:

*If after a reasonable period of time*, the Governor and the recognized employee organization fail to reach agreement, the Governor and the recognized employee organization *may agree upon the appointment of a mediator mutually agreeable to the parties*, or either party may request the board to appoint a mediator. When both parties mutually agree upon a mediator, costs of mediation shall be divided one-half to the state and one-half to the recognized employee organization. If the board appoints the mediator, the costs of mediation shall be paid by the board.

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September 22, 2023  
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(Gov. Code, § 3518, emphasis added.) Given the state's willingness to engage in mediation as contemplated under the Dills Act, a declaration of impasse is not warranted at this time.

Accordingly, the state respectfully requests PERB refrain from declaring impasse and allow the parties to proceed jointly to mediation.

Sincerely,



David M. Villalba  
Principal Labor Relations Counsel

DMV/clc

Enclosure

cc: Christiana Dominguez, Senior Legal Counsel, CAPS  
Bianca Petzhold, Labor Relations Consultant, CAPS

# Exhibit A

CALIFORNIA DEPARTMENT OF HUMAN RESOURCES

**Office of the Director**  
1515 S Street, North Building, Suite 400  
Sacramento, CA 95811  
(916) 322-5193 Fax (916) 322-8379

**Governor Gavin Newsom**  
**Secretary, Government Operations Agency Amy Tong**  
**Director Eraina Ortega**

December 22, 2022

The Honorable Toni Atkins  
Pro Tem, California State Senate  
1021 O Street, Suite 8518  
Sacramento, California 95814

The Honorable Scott Wilk  
Minority Leader, California State Senate  
1021 O Street, Suite 7640  
Sacramento, CA 95814

The Honorable Anthony Rendon  
Speaker of the California State  
Assembly  
1021 O Street, Suite 8330  
Sacramento, California 95814

The Honorable James Gallagher  
Minority Leader, California State  
Assembly  
1021 O Street, Suite 4740  
Sacramento, California 95814

**Re: Tentative Agreement/Memorandum of Understanding (MOU) for the California Association of Professional Scientists (CAPS)- Bargaining Unit 10**

Dear Senators Atkins and Wilk, and Assembly Members Rendon and Gallagher:

Recently, the California Department of Human Resources reached a new Tentative Agreement/MOU for a successor labor agreement with the union representing Bargaining Unit (BU) 10 - CAPS. Upon approval of the Legislature and the Governor, and ratification by employees in Bargaining Unit 10, the agreement will be effective through January 1, 2025.

The BU 10 CAPS Tentative Agreement/MOU contains several compensation changes including Special Salary Adjustments (SSA) for all employees effective November 1, 2022, a 2 percent General Salary Increase (GSI) effective July 1, 2023, and a 2 percent GSI effective July 1, 2024. The agreement also contains a bilingual pay increase, changes to educational differentials, and a geographic pay differential. Within 6 months of ratification, BU 10 employees will transition from Non-Industrial Disability Insurance (NDI) to State Disability Insurance (SDI).

The agreement also includes other benefit changes and language rolled over from previous agreements.

In accordance with Government Code sections 3517.5, 19829.5, and Senate Rule 29.4, I am forwarding copies of the Tentative Agreement/MOU, including legislative and fiscal summaries. The Legislative Analyst will be forwarded copies for analysis, and the

Secretary of the Senate and the Assistant Clerk of the Assembly will be forwarded copies to note them as available for review in the Daily Journals.

The Tentative Agreement/MOU and summary can be found by going to the following link: [CalHR Bargaining Unit 10 Contract Webpage](#).

Respectfully,



Eraina Ortega  
Director

Attachments

cc: Christy Bouma, Legislative Affairs Secretary, Office of the Governor  
Erika Contreras, Secretary of the Senate  
Sue Parker, Chief Clerk of the Assembly  
Senator Nancy Skinner, Chair, Joint Legislative Budget Committee  
Gabriel Petek, Legislative Analyst, Office of the Legislative Analyst  
Amy Tong, Secretary, California Government Operations Agency

ecc:

Mary Hernandez, Chief Deputy Legislative Affairs  
Secretary, Office of the Governor

Kirk Feely, Budget Director  
Senate Republican Fiscal Office

Luis Larios, Deputy Secretary,  
California Government Operations Agency

Elisa Wynne Staff Director  
Senate Budget Committee

Carolyn Chu, Chief Deputy Analyst  
Office of the Legislative Analyst

Chris Francis, Consultant  
Senate Budget Committee

Nick Schroeder, Fiscal and Policy Consultant  
Office of the Legislative Analyst

Christian Griffith, Chief  
Consultant  
Assembly Budget Committee

Erica Gonzales, Asst. Program Budget Manager  
Department of Finance

Patrick Le, Consultant  
Assembly Budget Committee

Cesar Diaz, Chief Consultant  
Office of the Pro Tem

Mark McKenzie, Staff Director  
Senate Appropriations Committee

George Wiley, Chief Consultant  
Office of the Speaker

Robert Ingenito, Consultant  
Senate Appropriations Committee

Jay Dickenson, Chief Consultant Assembly  
Appropriations  
Committee

Natasha Collins, Principal  
Consultant Assembly Appropriations  
Committee

Joseph Shinstock, Fiscal Director  
Assembly Republican Caucus

Scott Seekatz, Consultant  
Senate Republican Fiscal

Lauren Prichard, Consultant  
Assembly Republican Caucus

Glenn Miles, Chief Consultant  
Senate PE&R Committee

Michael Bolden, Chief Consultant  
Assembly PER&SS Committee

Anthony Crawford, Deputy Director  
CalHR Fiscal and Data Management

Amy Palmer, Deputy Secretary  
Communications  
Government Operations Agency

Paul Starkey, Deputy Director  
CalHR Labor Relations

Kristine Rodrigues, Assistant Chief  
CalHR Labor Relations

Candace Murch, Labor Relations Officer  
CalHR Labor Relations

**CALIFORNIA DEPARTMENT OF HUMAN RESOURCES  
SUMMARY OF COLLECTIVE BARGAINING AGREEMENT  
FOR BARGAINING UNIT 10**

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**Exclusive Employee Representative:  
California Association of Professional Scientists (CAPS)**

**Number of Employees:** Approximately 4,023 full-time equivalents

**General Provisions:**

**I. Compensation**

***General Salary Increases and Special Salary Adjustments (Section 2.1)***

- Effective July 1, 2023, all Bargaining Unit (BU) 10 classifications shall receive a general salary increase of 2 percent.
- Effective July 1, 2024, all BU 10 classifications shall receive a general salary increase of 2 percent.

***Special Salary Adjustment (SSA)***

- Effective November 1, 2022, BU 10 employees in the Staff Toxicologist, Research Scientist, Research Specialist, Environmental Scientist, Hazardous Materials Specialist, Integrated Waste Management, Industrial Hygienist, Energy Commission Specialist, Energy Resources Specialist, Ergonomic Specialist (State Compensation Insurance Fund), Health Physicist, Public Health Microbiologist, Public Health Biologists, Examiner Laboratory Field Services, Chemist classification series, and Energy Analyst, Spectroscopist, Cytotechnologist, and Senior Geologist classifications shall receive an SSA of 4 percent.
- Effective November 1, 2022, BU 10 employees in the Veterinarian and Plant Sciences classification series shall receive an SSA of 10 percent.
- Effective November 1, 2022, all remaining BU 10 classifications shall receive an SSA of 2.5 percent.

***Bilingual Differential Pay (Section 2.4)***

- Effective the first day of the pay period following ratification, the bilingual pay differential will increase from \$100 per month to \$200 per month.

***Alternate Range Criteria 40 (Section 2.9)***

- Effective the first day of the pay period following ratification, the State agrees to eliminate the AR-40 provision for Unit 10 employees who work at an institution for the California Department of Corrections and Rehabilitation in the classes of Associate Hazardous Materials Specialist, and Senior Hazardous Material Specialist (Technical). These employees will be placed in Range B and will continue to be expected to supervise inmate/ward workers.

***Educational Pay Differential (Section 2.17)***

- Effective the first day of the pay period following ratification by both parties, employees in various classifications who possess a master's degree shall receive a 2% pay differential.
- Effective the first day of the pay period following ratification by both parties, employees in various classifications who possess a doctoral degree or degree of Doctor of Medicine shall receive a 3% pay differential.
- The differential shall not be considered compensation for the purposes of retirement.

***CalHR Total Compensation Report Joint Labor Management Committee (New - Section 2.20)***

- The parties agree to form a Joint Labor Management Committee to 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 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.
- The first meeting will occur no later than eighteen (18) months prior to the expiration of the MOU.

***Geographic Pay Differential (New Section)***

- Effective the first day of the pay period following ratification by both parties, BU 10 employees whose worksite is located in the counties of Alameda, Contra Costa, Marin, San Mateo, Santa Clara, or San Francisco shall receive a monthly \$250 differential.
- The differential shall not be considered compensation for the purposes of retirement.

**Department of Industrial Relations (DIR) Certification Credential Differential (New Section)**

- Effective the first day of the pay period following ratification by both parties, BU 10 employees in the Industrial Hygienist classification series who achieve and maintain a Certified Associate Industrial Hygienist Credential (CAIH) issued by the Board for Global Environment, Health, and Safety Credentialing (formerly the American Board of Industrial Hygiene) shall receive a monthly differential of 2% of base pay.
- Effective the pay period following ratification by both parties, BU 10 employees in the Industrial Hygienist classification series who achieve and maintain 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 of 3% of base pay.
- The differential shall not be considered compensation for the purposes of retirement.

**State Disability Insurance (New Section- 3.24)**

- 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.
- The six months transition period will allow BU 10 employees to continue to be covered under NDI or ENDI and will provide them with 6 months of payment into SDI.
- For a period of 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.

**Non- Industrial Disability Insurance (Section 3.9)**

- BU 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 6 months. After the 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.

**Enhanced Non-Industrial Disability (Section 3.14)**

- BU 10 employees will be eligible for Enhanced 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 6 months. After the 6-month transition period, NDI will no longer be the Disability Insurance Program for Bargaining Unit 10 employees except as otherwise noted in Section 3.24.

**Business and Travel Expenses (Section 6.1)**

- During the term of this agreement, the State agrees to apply any future changes to the business and travel expense reimbursement rates to BU 10 employees.

**Moving Expenses (Section 6.2)**

- Whenever an employee is reasonably required by the State to change their place of residence, the state shall reimburse in accordance with the requirements, timeframes and administrative rules and regulations for reimbursement of relocation expenses that apply to excluded employees.

**Internal Class Promotional Joint Labor Management Committee (New - Section 17.3)**

- The parties agree to form a Joint Labor Management Committee (JLMC) that 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.
- The first meeting 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.

### ***Transportation Incentives (Section 19.6)***

- Effective the first day of the pay period following ratification by both parties, employees working in areas served by mass transit will be eligible for a 100 percent discount on public transit passes up to the exclusion amount provided by the Internal Revenue Service.
- Effective the first day of the pay period following ratification by both parties, employees riding in vanpools or driving vanpools will be eligible for a 100 percent reimbursement of the monthly fee up to the exclusion amount provided by the Internal Revenue Service.

## **II. Miscellaneous**

### ***Ergonomic Evaluations (New Section)***

- Upon 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

### ***California State Payroll System Project (New Section)***

- The parties shall, upon notice, reopen pertinent contract sections needed to implement changes required by the California State Payroll System Project.

### ***Electronic Monitoring (New Section)***

- The State shall not use log on/off times to the computer or electric access card entry/exit times of employee as the sole source of attendance reporting or as the sole reason of discipline.
- Electronic location tracking will primarily be used for operation efficiency, safety, and security. The data shall not be the sole basis for disciplinary action unless driving behavior or vehicle use constitutes cause for disciplinary action.

## **III. Term**

- Effective the first day of the pay period following ratification by both parties. The union ratification process will be completed by January 31, 2023.

#### **IV. Duration**

- November 1, 2022, through January 1, 2025.

#### **V. Fiscal**

- Fiscal Year 2022-23: \$15.6 million (\$4.0 million General Fund)
- Total 3-Year Incremental Cost: \$48.0 million (\$12.2 million General Fund)
- Total 3-Year Budgetary Cost: \$99.7 million (\$25.4 million General Fund)

#### **VI. Agreement**

- The complete Tentative Agreement between the state and CAPS is posted at [Labor Relations Unit 10 - Professional Scientific \(ca.gov\)](#)

California Department of Human Resources  
 Bargaining Unit 10 (CAPS) - Incremental Summary  
 Memorandum of Understanding  
 (Dollars in Thousands)

Rank and File	Effective Date	FY 2022-23			FY 2023-24			FY 2024-25			Total Incremental			Total Budgetary		
		GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total	GF	OF	Total
4% SSA for Res. Scientists, Toxicologists, Ind. Hygienists, and Geologists	11/1/22	\$3,119	\$10,047	\$13,166	\$1,560	\$5,024	\$6,583				\$4,679	\$15,071	\$19,749	\$12,476	\$40,188	\$52,664
10% SSA for Vets and Plant Scientists	11/1/22	\$296	\$388	\$684	\$148	\$194	\$342				\$444	\$582	\$1,026	\$1,184	\$1,552	\$2,736
2.5% SSA for Remaining BU10 Classifications	11/1/22	\$358	\$608	\$967	\$179	\$304	\$483				\$537	\$912	\$1,450	\$1,433	\$2,433	\$3,866
2% GSI	7/1/23				\$2,971	\$8,713	\$11,684				\$2,971	\$8,713	\$11,684	\$5,942	\$17,426	\$23,368
2% GSI	7/1/24							\$3,031	\$8,887	\$11,918	\$3,031	\$8,887	\$11,918	\$3,031	\$8,887	\$11,918
Increase Bilingual Pay from \$100 to \$200	3/1/23	\$10	\$29	\$38	\$19	\$57	\$77				\$29	\$86	\$115	\$68	\$200	\$268
\$250/month Geographic Pay Differential - Bay Area	3/1/23	\$109	\$320	\$430	\$218	\$641	\$859				\$328	\$961	\$1,289	\$765	\$2,242	\$3,007
ARC 40 Movement for Hazmat Spec. at CDCR	3/1/23	\$28	\$	\$28	\$56	\$	\$56				\$85	\$	\$85	\$198	\$	\$198
3% Certification Differential - DIR Industrial Hygienists	3/1/23	\$	\$29	\$29	\$	\$58	\$58				\$	\$86	\$86	\$	\$201	\$201
PD434 Educational Pay Differential Expansion	3/1/23	\$42	\$168	\$210	\$84	\$336	\$419				\$125	\$504	\$629	\$292	\$1,176	\$1,468
<b>Subtotal Rank and File Costs</b>		<b>\$3,962</b>	<b>\$11,589</b>	<b>\$15,551</b>	<b>\$5,236</b>	<b>\$15,326</b>	<b>\$20,561</b>	<b>\$3,031</b>	<b>\$8,887</b>	<b>\$11,918</b>	<b>\$12,228</b>	<b>\$35,802</b>	<b>\$48,030</b>	<b>\$25,388</b>	<b>\$74,306</b>	<b>\$99,694</b>
<b>Non-Adds</b>																
Transit Subsidy Expansion to 100% Reimbursement	3/1/23	\$6	\$14	\$21	\$13	\$29	\$42				\$19	\$43	\$62	\$45	\$100	\$146
Transition from NDI to SDI	8/1/23				(\$84)	(\$246)	(\$330)	(\$8)	(\$22)	(\$30)	(\$92)	(\$269)	(\$360)	(\$176)	(\$515)	(\$691)
<b>Subtotal Non-Adds</b>		<b>\$6</b>	<b>\$14</b>	<b>\$21</b>	<b>(\$71)</b>	<b>(\$218)</b>	<b>(\$289)</b>	<b>(\$8)</b>	<b>(\$22)</b>	<b>(\$30)</b>	<b>(\$72)</b>	<b>(\$226)</b>	<b>(\$298)</b>	<b>(\$130)</b>	<b>(\$415)</b>	<b>(\$545)</b>
<b>Grand Total Rank and File Costs</b>		<b>\$3,969</b>	<b>\$11,603</b>	<b>\$15,572</b>	<b>\$5,165</b>	<b>\$15,108</b>	<b>\$20,273</b>	<b>\$3,023</b>	<b>\$8,865</b>	<b>\$11,888</b>	<b>\$12,156</b>	<b>\$35,576</b>	<b>\$47,732</b>	<b>\$25,258</b>	<b>\$73,891</b>	<b>\$99,149</b>

**PROOF OF SERVICE**

1 CASE NAME: *California Association of Professional Scientists (CAPS) Bargaining Unit 10 v.*  
2 *State of California (Department of Human Resources)*

3 CASE NO.: **Case No. SA-IM-3586-S**

4 I, **Christina Guthrie**, declare:

5 I am employed in the County of Sacramento, California. I am over the age of 18 years, and not a  
6 party to the within action. My business address is 1515 S Street, North Building, Suite 500, Sacramento,  
7 California 95811-7258. My electronic mail address is [christina.guthrie@calhr.ca.gov](mailto:christina.guthrie@calhr.ca.gov). I am readily  
8 familiar with my employer's business practice for collection and processing of correspondence for GSO,  
9 U.S. Mail, Fax Transmission and/or Personal Service.

10 On September 22, 2023, I caused the following document(s) to be served:

- 11 • **CALHR RESPONSE TO CAPS REQUEST FOR IMPASSE  
12 DETERMINATION/APPOINTMENT OF MEDIATOR**

13 on the service method and party listed as follows:

- 14  **By United States Mail** by placing a true copy thereof enclosed in a sealed envelope with  
15 postage thereon fully prepaid for deposit in the United States mail at Sacramento, California.
- 16  **via E-Service** to be transmitted electronically to the email address listed below. I served a copy  
17 of the above-listed document(s) by transmitting via electronic mail (e-mail) to the electronic  
18 service address(es) listed below on the date indicated. (May be used only if the party being  
19 served has filed and served a notice consenting to electronic service or has electronically filed a  
20 document with the Board. See PERB Regulation 32140(b).)

21 **Recipient Service Information:**

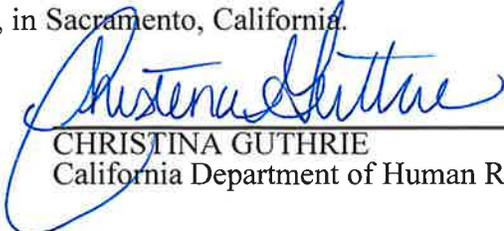
22 Christiana Dominguez  
23 Senior Legal Counsel  
24 California Association of Professional Scientists  
25 555 Capitol Mall, Suite 1155  
26 Sacramento, CA 95814  
27 Email: [cdominguez@capsscscientists.org](mailto:cdominguez@capsscscientists.org)

21 **Recipient Service Information:**

22 Bianca Petzhold  
23 Labor Relations Consultant  
24 California Association of Professional Scientists  
25 555 Capitol Mall, Suite 1155  
26 Sacramento, CA 95814  
27 Email: [bpetzold@capsscscientists.org](mailto:bpetzold@capsscscientists.org)

28 I declare under penalty of perjury under the laws of the State of California that the above is true  
and correct.

Executed on September 22, 2023, in Sacramento, California.

  
CHRISTINA GUTHRIE  
California Department of Human Resources