

**Labor Relations Office**

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

March 22, 2024

California Association of Professional Scientists (CAPS)  
c/o Bianca Petzold, Staff Director  
555 Capitol Mall, Suite 1155  
Sacramento, CA 95814

**Sent via Email Only**  
bpetzold@capsscienists.org

Re: State's Implementation Plan

Dear Staff Director Petzold,

Notice of Implementation. This transmittal memorializes the state is exercising its right as provided by Government Code section 3517.8 to implement any or all of the terms in its last, best, and final offer (LBFO). The State's Implementation Plan is outlined in the attached chart. The chart includes provisions, as noted, that require legislative approval to implement, including a general salary increase of three percent (3%) for all BU 10 employees. Other noted items for approval such as vacation, sick leave, annual leave, parental leave, transportation incentives, and health and welfare provisions for disability and death benefits provide a greater benefit than the Government Code. Without legislative approval, these provisions revert to the general provisions of state law.

The implementation date of the plan will be April 5, 2024, and those implemented terms requiring legislative approval will be operative upon legislative action.

Background to Implementation. The parties commenced bargaining for a successor Memorandum of Understanding (MOU) in March 2020, in advance of the July 1, 2020, expiration. Initially, the state agreed, at the request of CAPS, to the extraordinary process of interest-based bargaining, which, after many months, yielded no result. Thereafter, the parties continued negotiations through traditional bargaining, which resulted in a total tentative agreement for a successor MOU on December 16, 2022. However, on February 1, 2023, CAPS informed the state that the agreement was rejected by the membership.

The parties returned to the bargaining table on April 7, 2023, and continued to bargain in good faith to reach an agreement. By September 6, 2023, while the parties had not reached a full tentative agreement in time to secure legislative ratification, there appeared to be a mutual commitment of the parties to continue to explore proposals and an understanding that the parties would return to the bargaining table in October 2023. Instead, on September 19, 2023, CAPS unilaterally sought a declaration of impasse and

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the Public Employment Relations Board (PERB) ordered mediation, which was ultimately granted over the state's objection.

The parties engaged in the mediation process from November 8, 2023, to December 13, 2023. Despite having mutually scheduled an additional day for mediation for November 28, 2023, CAPS publicly announced its intention to engage in "rolling strike" activity on the eve following the first day of mediation. The strike was scheduled for and did occur on November 16-18, 2023, during the midst of the mediation process. The state challenged the union's failure to bargain in good faith by filing an unfair practice charge with PERB. A complaint was issued, and the action is pending final disposition before PERB.

Despite multiple days of mediation, CAPS continued with its expressed intent to hold unwaveringly to its bargaining demands, showing no movement toward reaching agreement which culminated in true impasse. The state presented CAPS with its last, best, and final offer (LBFO) on December 19, 2023, which was rejected by CAPS on December 21, 2023.

Overview of the State's Implementation Plan. As noted above, the State's Implementation Plan is intended to maintain state operations by policy and to allow for a seamless transition for bargaining unit members while minimizing any potential disruption to state business. The state remains open to return to the negotiation table to bargain in good faith to reach a multi-year successor MOU and address full economic terms by mutual agreement.

In the absence of a successor MOU, union paid leave, among other items, will no longer exist because the parties have no MOU. If CAPS desires to continue the use of union paid leave, please contact me to discuss how this could be accomplished extra-contractually.

Respectfully,

Candace Murch  
Principal Labor Relations Officer

Attachment: State's Implementation Plan Summary  
Implemented Terms provided via separate file transfer email.