

CAPS COUNTER PROPOSAL

Bargaining Unit: 10

Date: February 24,
2022; 10:34AM

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, department program, work location; and work, home, and personal cellular telephone number; and work and personal email address(es) on file with the employer.

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.

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.

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.

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.

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.