

## *CAPS AGREEMENT*

grievance procedure pursuant to the modified time limits set forth below:

A. Health and Safety Grievance - Step 2

1. If the grievant is not satisfied with the decision rendered by his/her supervisor pursuant to Section 9.6, the grievant may appeal the decision within fourteen (14) calendar days after receipt of the decision to a designated supervisor or manager identified by each department head as the second level of appeal.

2. Within five (5) calendar days after receipt of the appealed grievance, the person designated by the department head as the second level of appeal shall respond in writing to the grievance.

B. Health and Safety Grievance - Step 3

1. If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within twenty-one (21) calendar days of receipt to a designated supervisor or manager identified by each department head as the third level of appeal. If the department head or designee is the second level of appeal, the grievant may bypass Step 3.

2. Within twenty-one (21) calendar days after receipt of the appealed grievance, the person designated by the department head as the third level of appeal shall respond in writing to the grievance.

3. If the grievance is not resolved at Step 3, within thirty (30) calendar days after receipt of the third step response, CAPS shall have the right to submit the grievance to arbitration.

C. The selection of the arbitrator shall be in accordance with Section 9.12.B., and the case must be before an arbitrator within twenty (20) calendar days.

## **ARTICLE 10 – CAPS REPRESENTATIONAL RIGHTS**

### **10.1 Representational Designation**

A. The State recognizes and agrees to deal with designated representatives, or CAPS staff on the following:

1. The administration of this contract;
2. Employee discipline cases;
3. Informal settlement conferences or formal hearings conducted by the Public Employment Relations Board;
4. Matters scheduled for hearing by the Board of Control;

5. Matters pending before the State Personnel Board.

B. A written list of CAPS representatives, broken down by units within each individual department and designated area of primary responsibility, shall be furnished to each department and a copy sent to the State immediately after their designation, and CAPS shall notify the State promptly of any changes of such representatives. CAPS representatives shall not be recognized by the State until such lists or changes thereto are received. A CAPS representative's "area of primary responsibility" is meant to mean institution, office or building. However, the parties recognize that it may be necessary for CAPS to assign a representative to an area of primary responsibility for several small offices or buildings within close proximity.

### **10.2 Access**

CAPS representatives or staff may have access to employees to represent them pursuant to Section 10.1.A. above. Access shall not interfere with the work of the employees. CAPS representatives or staff seeking access to employees must notify the department head or designee in advance of the visit. The department head or designee may restrict access to certain work sites or areas for reasons of safety, security, or patient care including patient privacy; however, where access is restricted, other reasonable accommodations shall be made.

### **10.3 Use of State Phones**

CAPS representatives shall be permitted reasonable use of State phones to make calls for CAPS representation purposes; provided, however, that such use of State phones shall not incur additional charges to the State or interfere with the operation of the State.

### **10.4 Distribution of Literature**

A. CAPS may use existing employee organization bulletin boards to post materials related to CAPS business. Upon mutual agreement between an authorized CAPS representative and the department, CAPS bulletin boards will be installed at reasonable locations. When required in advance, CAPS shall reimburse the State for additional costs incurred. A copy of all materials posted must be distributed to the facility or office

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supervisor at the time of posting.

B. CAPS may, before or after work hours and during meal or break periods, distribute CAPS literature in non-work areas.

C. CAPS may continue to use existing employee mailboxes for distribution of literature.

D. CAPS agrees that any literature posted or distributed on site will not be libelous, obscene, defamatory, or of a partisan political nature.

### **10.5 Use of State Facilities**

The State will continue to permit use of certain facilities for CAPS meetings, subject to the operating needs of the State. Requests for use of such State facilities shall be made in advance to the appropriate State official. When required in advance, CAPS shall reimburse the State for additional expenses, such as security, maintenance and facility management costs, or utilities, incurred as a result of CAPS use of such State facilities.

### **10.6 Representative Time Off**

Upon request of an aggrieved employee, a representative shall be allowed reasonable time off during working hours, without loss of compensation, for representational purposes in accordance with Section 10.1.A. of this Agreement, provided the employee represented is in the representative's department and designated area of primary responsibility. Release time for these purposes is subject to prior notification and approval by the representative's immediate supervisor.

### **10.7 Employee Time Off**

Employees shall be entitled to reasonable time off without loss of compensation to confer with a CAPS representative on representational matters at the work site in accordance with Section 10.2 above during work hours, subject to approval of the employee's supervisor.

### **10.8 Representative Protection**

The State shall be prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against CAPS representatives or otherwise interfering with, restraining,

or coercing CAPS representatives because of the exercise of any rights given by this Agreement.

## **10.9 Releases of Home Addresses**

### **A. Home Addresses — 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.

Notwithstanding any other provision of this Agreement, any employee may have his/her home address withheld from the union at any time by submitting a written request to his/her 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 non-law 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

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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 Confidentiality

Employee work and home addresses shall be maintained as confidential by CAPS. CAPS shall take all reasonable steps to ensure the security of work and home addresses, 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.

### 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.

## **ARTICLE 11 – ORGANIZATIONAL SECURITY**

### **11.1 Organizational Security**

A. The State agrees to deduct and transmit to CAPS all membership dues authorized on a form provided by CAPS.

B. Fair Share or "Agency Shop" (hereinafter known as "Fair Share") in Unit 10 shall be in effect from the beginning of the first pay period