

## *CAPS AGREEMENT*

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

following ratification of this Agreement by the parties.

C. The State agrees to deduct and transmit to CAPS Fair Share fees from State employees in Unit 10 who do not become members of CAPS. The State and CAPS agree that a system of authorized dues deductions and a system of Fair Share deduction shall be operated in accordance with Government Code Sections 3513(h), 3513(j), 3515, 3515.6, 3515.7, 3515.8, subject to the following provisions:

1. The State and CAPS agree that if a Fair Share rescission election is conducted in Unit 10 pursuant to Government Code Section 3515.7(d), a majority of those votes cast, rather than the majority of the members of the unit, shall determine whether the Fair Share deductions shall continue.

2. Pursuant to Government Code sections 3513(i) and 3515, a written authorization for CAPS membership dues deductions in effect on the effective date of this Agreement or thereafter submitted shall continue in full force and effect during the term of this Agreement; provided, however, that any employee may withdraw from CAPS membership by sending a signed withdrawal letter to CAPS and a copy to the Controller's Office within thirty (30) calendar days prior to the expiration of this Agreement. An employee who so withdraws his/her membership shall be subject to paying Fair Share fees if such a fee is applicable to Unit 10.

3. CAPS agrees to indemnify, defend and hold the State and its agents harmless against any claims made of any nature and against any suit instituted against the State arising from this Article and the deductions arising therefrom.

4. CAPS agrees to annually notify all State employees in Unit 10 who pay Fair Share fees of their right to demand and receive from CAPS a return of part of that fee pursuant to Government Code Section 3515.8.

D. No provision of this Article nor any disputes arising thereunder shall be subject to the grievance procedure contained in Article 9 of this Agreement.

## **ARTICLE 12 – STATE RIGHTS**

### **12.1 State Rights**

A. Except for those rights which are abridged or limited by this Agreement, all rights are reserved to the State.