

Management Proposal

Bargaining Unit: SEIU Common Table

DATE: 6/17/08

Exclusive Representative: SEIU

Subject: Article 3, Section 3.2

The State proposes to roll over the following Section for Unit 1, 3, 4, 11, 14, 15, and 20. It would replace the existing Section 3.2.17.17 for Unit 17 and 3.2.21 for Unit 21.

3.2 Release of Home Addresses: Non Law Enforcement Employees (Excludes Unit 17 and Unit 21)

A. Home Addresses – Generally

- 1. Consistent with PERB regulations and State law, the State shall continue to provide the Union with home addresses on a monthly basis for all employees covered by this Contract until it expires.
- 2. Notwithstanding any other provision of this Contract, 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

The State will no longer use an Employee Action Request form that provides employees with the option of having their home address withheld from the Union. Instead, bargaining unit employees will, upon request on their own initiative, be given a separate form by their appointing power that permits two choices: (1) withhold their address from the Union, or (2) to cancel a previous withhold request thereby permitting release of their home address to the Union.

C. Home Address Withhold Notification to Employees

Within one month following ratification of this Contract by both parties, the State will send a letter drafted by the Union to all existing employees that have previously requested their home address be withheld. The letter will provide said employees with the option of canceling their previous withhold request thereby permitting release of their home address to the Union.

D. Release and Use of Addresses

The State Controller's Office (SCO) shall send the Union a list of all bargaining unit employees who, pursuant to subsection C above, either did not respond or responded by indicating they wanted to continue withholding their home address from the Union. Said list(s) will contain the employee's name, agency, and reporting unit.

E. Home Address Mailings by the State

The State will mail Union information once per year to the home address of bargaining unit employees who have requested their home address be withheld from the Union. Said material shall be provided by the Union. The cost of this mailing shall be paid for by the Union. The Union agrees to hold the State harmless for any annual mail that does not reach bargaining unit employees.

*Taid  
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6/17/08  
Sander*

*Taid 11:33  
6/17/08*

*Francis Pan - BU 4  
Sally - BU 15  
Page 1 of 2  
DORNEA BU 3*

*Robert Hawken Unit 1  
R... BU 20  
Jerry Hawhead U 21  
Collect BU 11  
BU 11*

F. Address Confidentiality

Employee work and home addresses shall be maintained as confidential by the Union. The Union 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.

G. Costs Reimbursable

The Union agrees to pay necessary and reasonable costs incurred by the SCO to produce the necessary name/home/work address tape file on a monthly basis.

H. Hold Harmless and Indemnification

Notwithstanding any other provision of this Contract, the Union 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 Contract.

I. Nature of Material

The Union agrees that any 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, including that provided by and mailed on behalf of the Union. Advertisements or articles in Union provided material involving partisan politics shall not be considered of a partisan political nature or constitute a solicitation of any product or service for the purposes of this Contract.

TRM  
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6-17-08

Dolph Hawthorn unit 2  
Richard [unclear] BU 2  
Jerry Lawhead BU 1  
Cecil Koberly BU 11  
Francis [unclear] BU 4  
DANZA BU 3  
Goby [unclear] BU 15  
Nancy Lyerla BU 17