

ARTICLE 3 – UNION SECURITY

3.1 Union Security

The State agrees to deduct and transmit to the Union all membership dues authorized on a form provided by the Union. The State and the Union agree that a system of authorized dues deductions shall be operated in accordance with Government Code sections 3513(h), 3513(j), 3515, 3515.6, and 3515.7, subject to the following provisions:

1. An employee may withdraw from membership in the Union by sending a signed withdrawal letter to the Union at any time.
2. The Union 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 section and the deductions arising there from.
3. No provisions of this section or any disputes arising there under shall be subject to the grievance and arbitration procedure contained in this Contract.

3.2 Release of Home Addresses: Non Law Enforcement Employees

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 the employee's home address withheld from the Union at any time by submitting a written request to the employee's 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 the employee's home address withheld from the Union. Instead, bargaining unit employees will, upon request on the employee's own initiative, be given a separate form by the employee's appointing power that permits two choices: (1) withhold the employee's address from the Union, or (2) to cancel a previous withhold request thereby permitting release of the employee's 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 the employee's home address be withheld. The letter will provide said employees with the option of canceling the employee's previous withhold request thereby permitting release of the employee's 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 the employee wanted to continue withholding the employee's 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 the employee's 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.

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.

3.3.14 Union Label (Unit 14)

- A. The State shall display the Bargaining Unit 14, Printing and Allied Trades, Union label on printed or copied material when the work has been performed by a Unit 14 employee. This shall include all documents printed, or copied in-house by Bargaining Unit 14 members, or documents produced by the Office of State Publishing (OSP). Agency printing requests to the OSP will also include that the Union label be appropriately displayed. The Union agrees to provide the label to work locations where necessary to comply with such requests. Failure of the Union to provide the label shall not interfere with or delay the timely production of printed material.
- B. All documents printed "in-house" refers to those items printed utilizing members of Bargaining Unit 14, Printing and Allied Trades: If an item is not printed or copied by a Unit 14 member, then the item shall not carry the Union label.
- C. Where the services are unavailable through State services and a job must be contracted out by individual State agencies or the OSP, unionized printing vendors will be required to display the appropriate Union label on the printed product.
- D. Upon ratification of this agreement, all departments will take all necessary steps to remove Union labels from computer hard drives. This is to ensure that the Union label is appropriately used by Bargaining Unit 14 members only.
- E. The Union label to be displayed is represented by the symbol that follows:

