

Letter of Understanding
Human Services Support Unit
Union Use of State's E-mail System

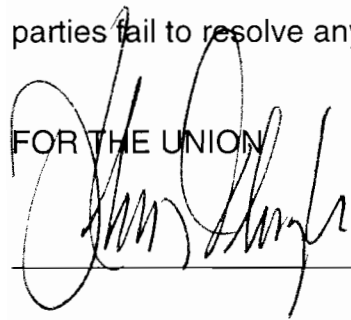
Where access to the State's e-mail system is otherwise available, the Employer agrees to permit use of the State's existing e-mail system by Union staff, Union officers, and Union stewards and Alternate Stewards for legitimate union business. Any use of the State's e-mail system by a bargaining unit employee for legitimate union business must take place on non-work time only, including the review of any such union materials transmitted.

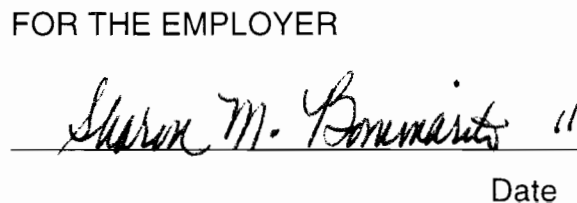
All legitimate union business transmitted through the state's e-mail system must be clearly identified as a union communication in the subject line, and must be of a reasonable size, volume, and frequency. The Employer shall have no liability to the Union or an employee for the delivery or security of such transmittals.

No partisan political, or profane materials, or materials related to union elections, or materials defamatory or detrimental to the State, to the Union, or to an individual employee, may be transmitted through the State's e-mail system. The Employer reserves the right to block any and all such material. The State's e-mail system is not private and may be monitored at any time.

In the event the Office of the State Employer determines that the Union's use of the State's e-mail system violates provisions of this Letter of Understanding, upon notice from the Office of the State Employer, the Union shall promptly take steps to correct the violation. In the event of a repeat violation, the Office of the State Employer and the Union shall meet and resolve the issue.

The program will continue for the duration of the Agreement unless the Office of the State Employer identifies problems that cannot be resolved after meeting with the Union. The Office of the State Employer reserves the right to cancel the program if the parties fail to resolve any identified problem(s).

FOR THE UNION

Date 11/25/09

FOR THE EMPLOYER

Date 11/25/09