

Memorandum of Understanding

The Commonwealth of Massachusetts/Administration and Finance and SEIU Local 509 enter into the following agreements and understandings in order to resolve certain disputes relating to bargaining unit 8 and 10 employees' use of e-mail for union business and in order to clarify Article 28 of the parties' collective bargaining agreement with respect to the scope of acceptable uses of employer e-mail for personal and union business.

1. The Employer will electronically provide to the Union a list of bargaining unit member state e-mail addresses. This list shall be updated quarterly by the Commonwealth.
2. Pursuant to Article 28 of the parties' collective bargaining agreement and the Acceptable Use Policy of the Executive Office of Administration and Finance in existence as of the date of this agreement, bargaining unit 8 and 10 employees are permitted de minimis use of office computers and e-mail for personal and union related matters during non-work time only, except as otherwise consistent with Article 5 (Union Business) of the parties' collective bargaining agreement; such use shall not interfere with work responsibilities. Union related emails may be sent to groups of employees provided that the list of recipients is limited to individuals to whom the subject matter of the e-mail is relevant and their use is consistent with this Memorandum of Understanding.
3. Consistent with Article 28 of the parties' collective bargaining agreement and the Acceptable Use Policy, employees have no expectation of privacy in any messages sent or received through Commonwealth e-mail addresses.
4. Commonwealth e-mail shall not be used to advocate for or against any candidate for public office or for or against any legislation or ballot question.
5. The Union may send e-mail communications to employees notifying them of items of interest to the bargaining unit. Union e-mails to employees may refer employees or provide a link to the Union website for additional information, or refer employees or provide a link to other websites or sources of information. No material shall be forwarded by the union or bargaining unit employees that is inflammatory, profane or obscene, or defamatory of the Commonwealth or its representatives, or which constitutes election campaign material for or against any person, organization or faction thereof. The Union agrees that on all mass e-mails to members that it originates it shall disable the "forward" and "reply to all" functions. In the event at the time of execution of this agreement it is not technologically feasible for the Union to disable the "forward" and "reply to all function," the Union agrees to caution its members not to "forward" or "reply to all" in each Union email. Union e-mails to employees shall be of reasonable length and frequency

6. The parties shall meet regularly to ensure that the implementation of this agreement achieves the objectives of enabling the union and its members to effectively communicate with each other without interfering with the operations of the employer.

7. In order to facilitate consistent implementation and application of this agreement, HRD shall, no later than sixty (60) days from the date of execution of this MOU, inform all agencies employing bargaining unit 8 and 10 employees of this agreement. Any dissemination of this MOU to agencies or Union membership will not include Attachment "A" or "B". With respect to bargaining unit 8 and 10 employees, any policies or practices of individual agencies which are inconsistent with Article 28, as clarified by this Memorandum of Understanding, are superseded by these agreements.

8. The parties agree that as of September 13, 2008, the Union searched its records and all pending matters relating to the discipline of bargaining unit 8 or 10 employees for use of employer computer or email for union business have been identified. If a grievance or unfair labor practice charge is filed on or before September 13, 2008 and is not included in the list of all outstanding matters identified in Attachment "A" or "B" which involve discipline of bargaining unit 8 or 10 employees for use of employer computers or e-mail for union business, it shall be considered withdrawn with prejudice and will not be subject to the grievance procedure up to and including arbitration

9. The Union agrees to withdraw the individual employee grievances listed on Attachment "A" with prejudice and to seek dismissal of the Complaints issued by the Division of Labor Relations in Case No. SUP-05-5196 (Laurel Jarrett case) and SUP-4409 (omnibus complaint alleging failures by various agencies to bargain over e-mail related issues). In turn, the Commonwealth agrees to revoke the warnings and disciplinary actions imposed in the cases listed in Attachment "A", make the affected employees whole, and remove from the affected employees' personnel files all related documents and references to the warnings and discipline. The parties mutually acknowledge that by agreeing to the terms herein, no party hereto admits to or concedes any facts or arguments that may have been raised in these matters between the parties.

10. The parties agree to implement the settlement agreement identified in Attachment "B". In the event there is a dispute regarding this Memorandum of Understanding, the settlement agreement in Attachment "B" will not constitute bargaining history. The parties mutually acknowledge that by agreeing to the terms in Attachment "B", no party hereto admits to or concedes any facts or arguments that may have been raised in these matters between the parties. Attachment "B" will not serve as precedent in any matter pending to be brought.

For the Commonwealth:



Date: 9.26.08

For the Union:



Date: 9/25/09