

**NON-DISCLOSURE AGREEMENT BETWEEN THE COMMONWEALTH OF
MASSACHUSETTS AND SEIU, LOCAL 509**

The Commonwealth of Massachusetts, through the Information Technology Division ("ITD") and the Commonwealth of Massachusetts Human Resources Division ("HRD"), shall quarterly provide SEIU Local 509 with an electronic database containing information regarding Bargaining Unit 8 and 10 Commonwealth of Massachusetts employees who have accounts with the Commonwealth's e-mail systems. The information will include the employee's first name, middle initial, last name and his or her e-mail address. The content and arrangement of the information that ITD and HRD will transmit to SEIU LOCAL 509 regarding employee emails is referred to hereinafter as the "Secure Information".

The Secure Information is being provided to SEIU LOCAL 509 solely for the purpose of complying with the Memorandum of Understanding (the "MOU") between the Commonwealth and SEIU LOCAL 509, a signed copy of which is attached hereto as Exhibit A. SEIU LOCAL 509 hereby agrees as follows:

SEIU LOCAL 509 shall limit its use of the Secure Information to the purposes set forth in the MOU, and will not share or license the Secure Information with any third party.

2. SEIU LOCAL 509 understands that disclosure of the Secure Information to other entities or individuals not a party to this Non-Disclosure Agreement could threaten the confidentiality of the Secure Information and therefore the Commonwealth's ability to serve the public.
3. SEIU LOCAL 509 will keep a record of the names of all individuals who have access to the database containing the secure information.
4. SEIU LOCAL 509 will require each recipient of the Secure Information, including its employees, contractors, and agents, to review this Non-Disclosure Agreement and sign a copy of the Secure Information Non-Disclosure Agreement, under which signatories will agree to treat Secure Information in accordance with this Non-Disclosure Agreement ("Agreement"), before receiving the Secure Information database. A copy of the Secure Information Non-Disclosure Agreement to be signed by employees, contractors and agents is attached hereto as Exhibit B. Upon the Commonwealth's request, SEIU LOCAL 509 will give to the Commonwealth a copy of such agreements for each SEIU

LOCAL 509 employee, contractor or agent that is a recipient of the Secure Information.

- 5. SEIU LOCAL 509 will physically safeguard the Secure Information at all times, using a commercially reasonable level of care and discretion to avoid disclosure, publication, or dissemination of the Secure Information.**
- 6. Notwithstanding the foregoing, information which falls into any of the following categories shall not constitute Secure Information: (i) information that is already in SEIU LOCAL 509's possession without obligation of confidentiality, (ii) information that SEIU LOCAL 509 developed or develops independently, (iii) information that SEIU LOCAL 509 obtained from a source other than the Commonwealth without obligation of confidentiality, or (iv) information that is publicly available when received, or subsequently becomes publicly available through no fault of SEIU LOCAL 509.**
- 7. SEIU LOCAL 509 will immediately provide a written and oral report to HRD's Director of any violation of this or any other Non-Disclosure Agreement of which SEIU LOCAL 509 becomes aware.**
- 8. SEIU LOCAL 509 understands that the Secure Information specifically identified in this Agreement shall be subject to an obligation on the part of SEIU LOCAL 509 to maintain its confidentiality for so long as SEIU LOCAL 509 shall hold such information under the MOU or any extensions thereof.**
- 9. The parties agree that (a) disputes regarding the application, interpretation, or enforcement of the Memorandum of Understanding between the parties regarding the use of email by SEIU dated _____ shall be resolved pursuant to the grievance and arbitration provisions of the Collective Bargaining Agreement between the Commonwealth and Alliance/APSCME-SEIU, 509 and (b) venue and jurisdiction over the application, interpretation or enforcement of this Non-Disclosure Agreement (NDA) are properly in a Massachusetts state or Federal court located in Suffolk County, Massachusetts, and this NDA shall be governed by Massachusetts law without regard to its choice of law provisions.**
- 10. ITD shall give SEIU thirty (30) days notice (which shall include opportunity to cure) of any alleged material breach of this NDA. Should SEIU's breach continue beyond the thirty (30) days, ITD**

shall have the right to seek injunctive relief in any court on which jurisdiction over this agreement is conferred under paragraph 9 above. Following a court's preliminary or final ruling in ITD's favor, SEIU shall immediately cease using the Secure Information, and delete all electronic copies and shred all paper copies thereof.

ACCEPTED BY:

SEIU Local 509



Authorized Signature

Date 6-12-09

Commonwealth of Massachusetts/
Administration and Finance



Authorized Signature

Date

6/23/09



EXHIBIT A

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.

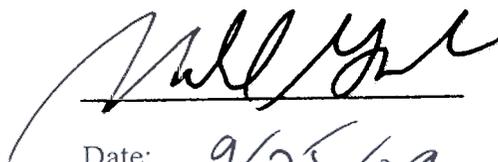
10. The parties agree to implement the settlement agreement identified in Attachment "B". In the event there is a dispute regarding this Memorandum of Understanding, the settlement agreement in Attachment "B" will not constitute bargaining history. The parties mutually acknowledge that by agreeing to 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

EXHIBIT B

SECURE INFORMATION NON-DISCLOSURE AGREEMENT

The SEIU Local 509 will or has provided the undersigned, (also referred to as "I") with information related to Commonwealth of Massachusetts' employees' email addresses (hereinafter the "Secure Information"). The Secure Information is being provided to the undersigned solely in connection with the purposes outlined in the attached Memorandum of Understanding Between Commonwealth and SEIU LOCAL 509 relating to Bargaining Units 8 and 10, (the "MOU"), a copy of which is attached hereto as Attachment 1. The undersigned hereby agrees as follows:

1. On _____, I received a copy of the Non-Disclosure Agreement Between the Commonwealth and SEIU, Local 509 (the "Agreement") (the "MOU"). I reviewed the Agreement and understand the requirements under the Agreement.
2. I understand that as a SEIU LOCAL 509 employee, contractor, or agent, I am responsible for the Secure Information. If I am a SEIU LOCAL 509 employee and I improperly disseminate the Secure Information for purposes other than those outlined in the MOU, or in violation of the MOU, I can be fired or disciplined. If I am a contractor with respect to SEIU LOCAL 509, such

activity may result in the termination of my contract or my employer's contract with SEIU LOCAL 509.

3. I will immediately report to SEIU LOCAL 509's President any violation of this Non-Disclosure Agreement.

Signature

Date