

Side Letter Agreement

Re Provision of Employee Contact Information

Between UPTE Local 9119 and the Regents of the University of California

(HX Unit)

As part of the resolution of PERB Unfair Practice Case No. SF-PE-2-H, the University of California (“University”) and the University Professional and Technical Employees, Communications Workers of America, Local 9119 (“UPTE”) (together the “Parties”) agree to the following Side Letter to the Parties’ Collective Bargaining Agreement (“CBA”) effective from August 8, 2019 through September 30, 2024:

1. Within 30 calendar days of the effective date of this Side Letter, UPTE will provide the University all valid written opt-out requests within its possession, and the University will provide UPTE with all valid written opt-out requests within its possession. The University will effectuate only those personal contact information disclosure opt-outs that are indicated in the written opt-outs exchanged by the Parties. The University previously conducted a preliminary search prior to the hearing in PERB Unfair Practice Case No. SF-PE-2-H and did not find any written opt-out requests. In order to ensure that the University can correctly identify which employees’ records should be changed, UPTE agrees to provide the following information in a spreadsheet unless it is already contained in the opt-out form:
 - Employee Identification Number
 - Employee Name
 - Bargaining Unit
 - Title Code
 - Location
2. Except for employees with written opt-outs referenced in Paragraph 1, (a) the University agrees to provide to UPTE all personal contact information required by the Public Employee Communication Chapter (“PECC”) (Gov. Code, §3555 et. seq.) as set forth in the ALJ’s proposed decision and order in PERB Case No. SF-PE-2-H, for all bargaining unit employees as part of its regularly scheduled FTP data transfer; and (b) the University will set all personal contact information disclosure elections for all bargaining unit members to “disclose” or “yes,” reflecting that disclosure to UPTE is authorized, within 45 days of this Side Letter.
3. In the event the University is unable to search its records to discover all valid written opt-out requests within the time provided in Paragraph 1, or if the University subsequently discovers a valid written opt-out request after the expiration of the time period in Paragraph 1, the University may provide that written opt-out request to UPTE, and the parties will meet and confer as to how to process that written opt-out request.

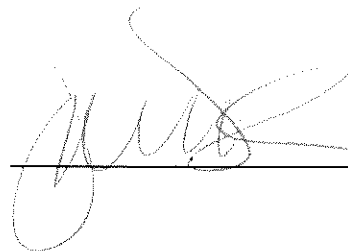
However, any written opt-out requests provided to UPTE after the time period provided in Paragraph 1 will not delay the actions set forth in Paragraph 2.

4. Unless otherwise required by law, the parties agree that beginning from the effective date of this Side Letter, the only valid opt-out requests will be those submitted by employees in writing to UPTE, on forms to be prepared and supplied only by UPTE to requesting employees. The University will not be entitled to a copy of any such request, unless a dispute arises over whether an employee has submitted a valid opt-out. The University will refer all employee inquiries regarding the disclosure of personal contact information under the PECC to UPTE. UPTE will promptly notify the University following receipt of a valid written opt-out.
5. In the event the University receives an opt-out not on an UPTE form, the University will forward that opt-out request to UPTE, which in its sole discretion will determine the appropriate action, if any.
6. The Parties agree that the University will request at least annually that employees update their personal contact information by posting a banner on the initial screen that an employee views in the UCPATH Portal or any successor system.
7. The Parties agree that employee personal contact information (home addresses, home phone numbers, personal cell phone numbers, personal email addresses) shall be maintained as confidential by UPTE. UPTE shall take all reasonable steps to ensure the confidentiality of such information.
8. The Parties agree that UPTE will defend, indemnify and hold harmless the University (including its subdivisions and employees) from any claim, suit or liability of any nature arising from: (a) the University's disclosure of employees' personal contact information (home addresses, home phone numbers, personal cell phone numbers, personal email addresses) to UPTE, (b) UPTE's handling and use of employees' personal contact information (home addresses, home phone numbers, personal cell phone numbers, personal email addresses), or (c) UPTE's breach of the confidentiality provision set forth in paragraph 7.
9. This Side Letter will become effective upon execution by the Parties. The Parties acknowledge that this Side Letter was agreed to in conjunction with a joint stipulation by the Parties for the resolution of PERB Unfair Practice Case No. SF-PE-2-H. In the event any of the terms of this Side Letter conflict with the final order of PERB in Unfair Practice Case No. SF-PE-2-H, the Parties agree that the Side Letter will be amended to conform to comply with the order.

10. This Side Letter will expire along with the parties' current CBA, however the provisions of this Side Letter will continue as the status quo.

DATE:

7/24/20

A handwritten signature in black ink, appearing to be "Peter Chester", written over a horizontal line.

DATE:

7/29/2020

DocuSigned by:

Peter Chester

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Peter Chester, Executive Director
Systemwide Labor Relations