

This is part of a package proposal. UAW reserves the right to withdraw this package proposal at any time, at its sole discretion and without penalty. If this package proposal is not accepted as written in its entirety and without modification as described below, this proposal will be declared to be void and non-existent and the Union will return to bargaining from its language proposed prior to this package proposal.

## **ARTICLE 23**

### **UNION ACCESS AND RIGHTS**

#### **Access via Campus Communications**

- 23.1 Union employee representatives may use their university e-mail account and campus mail for official Union communications in accordance with applicable reasonable university policy and this Article. The Union representative shall package and label materials for convenient handling according to the normal specifications of the campus which shall be communicated upon the request of the representative. Email communications must conform to campus email policies with regards to size and format of the communication sent. The name of the Union shall appear on all materials sent through the campus mail or email service. Employee mailboxes, if any, may be utilized by the Union for purposes of union communications to employees.

#### **Union Access and Activities on Campus**

- 23.2 The Union shall conduct Union business involving employees on campus during individual employee's non-work-time on campus, except as provided for elsewhere in this Agreement. Union business shall not interfere with campus programs, operations, or the work of employees or other campus personnel.
- 23.3 As a courtesy, an administrator designated by the campus may be notified in advance via telephone or in writing by a Union representative who is not an employee when such individual visits the campus.

#### **Use of CSU Property/Services**

- 23.4 Based upon availability, the CSU shall provide the Union with one office space per campus with phone lines and high-speed internet access on each campus where employees work. The available office space may be shared with other campus unions.

Charges for office space, phone lines and high-speed internet shall be borne by the Union.

23.5 The Union shall have access to existing bulletin boards for the posting of Union material subject to reasonable campus rules.

- 23.6 The University shall provide the Union access to meeting rooms at no cost based on availability and in accordance with reasonable campus rules. Use of other University equipment property or services shall be provided at reasonable cost, if any, in accordance with reasonable campus rules.

### Union Release Time

- 23.7 Union leave shall be defined as
- a. a full or partial leave of absence from an appointment within a UAW-represented classification or
  - b. an appointment to a UAW classification for purposes as designated by the UAW. Such appointments may only be made to students who are in good academic standing as defined in Article 2.4, and who are either currently employed in Unit 11, or previously have been employed in Unit 11.

Leaves as defined in (a) shall be without loss of compensation or benefits.

Appointments under (b) shall be at the current rate of compensation for Academic Student Employees holding a concurrent appointment in the Bargaining Unit. Where the Academic Student Employee holds multiple concurrent appointments, the appointment and compensation paid under this provision shall be at the highest appointment held.

For Academic Student Employees who do not hold a concurrent appointment within the Bargaining Unit, the appointment shall be at the previous salary of the range and classification in which the student was most recently employed within the Bargaining Unit.

### *Non-Reimbursable Union Leave*

1. Prior to the start of the academic term, or as soon as practicable, the UAW shall submit to the Chancellor's Office a list of Academic Student Employees for whom union leave is being requested. Not more than two such union leaves at any one campus may be designated. Such a list shall include the employee's name, campus, title and duration of appointment.
2. Leave hereunder shall not exceed a total of three (3) Full-Time Equivalent positions per year.
3. Use of leave under this provision shall only be as designated by UAW and may be partial, or up to the maximum time base of a 0.5 Full-Time Equivalent appointment.

4. No carry over from one fiscal year to another is permitted.
5. If a leave is to be ended early and the employee returns to work, UAW shall give the campus a minimum of fourteen (14) calendar days notice.
6. UAW must report to the CSU when the statewide or campus maximum is reached.
7. An employee on such a leave shall continue to earn service credit and retirement credit if applicable.
8. Vacation, holiday and sick leave credit(s) shall continue to accrue if applicable.

*Reimbursable Union Leave*

1. Prior to the start of the academic term or as soon as practicable, the UAW shall submit to the Chancellor's Office a list of Academic Student Employees for whom reimbursable union leave is being requested. Such a list shall include the employee's name, campus, title and duration of appointment. Such leaves shall not exceed an aggregate amount of six (6) Full-Time Equivalent positions per year.
2. Use of leave under this provision shall only be as designated by UAW and may be partial, or up to the maximum time base of a 0.5 Full-Time Equivalent appointment.
3. If a leave is to be ended early and the employee returns to work, UAW shall give the campus a minimum of 14 calendar days notice.
4. No carry over from one fiscal year to another is permitted.
5. An employee on such a leave shall continue to earn service credit and retirement credit if applicable.
6. Vacation, holiday and sick leave credit(s) shall continue to accrue if applicable.
7. The CSU shall be reimbursed by UAW for all compensation (including benefits) paid to the employee during such a leave. Reimbursement shall be made by UAW no later than thirty (30) calendar days from its receipt of the CSU certification of payment of compensation to the employee. The parties agree that failure to reimburse the CSU within thirty (30) calendar days may result in the denial of any subsequent requests for leave under this provision until all delinquent payments have been made.

### Employee Lists

23.8 Except as otherwise provided by the parties, the CSU, through the Office of the Chancellor, shall provide the following information to the Union by the end of the first week of every month in a computer-readable format in two files containing information on every employee in the unit:

23.9 Employment History Report:

- Name
- Email Address
- Unique identifier for each employee (formula is confidential)
- Home Address
- Original Hire Date
- Class code
- Class title
- CB ID
- Range code
- Rate of pay (monthly or hourly, depending on class, reflects FTE)
- Campus
- FTE decimal (will be zero for ISA classes because they are hourly)
- Reporting unit code
- Reporting unit description
- PIMS department code
- PIMS department name
- Status (active or unpaid leave)
- Length of appointment
- Appointment expiration date
- **Appointment Number**
- **College Name**
- **Separation Date**

Payroll Report:

- Name
- ~~Appointment Number~~
- Starting Date
- ~~College Name~~
- Undergraduate or Graduate Status
- ~~Separation Date~~
- Earned Date
- Unique identifier for each employee (formula is confidential)
- Class code
- Campus
- Reporting unit code
- Reporting unit description
- Action code (regular pay, supplemental pay, redeposit, accounts receivable, reverse accounts receivable)
- Gross monthly pay
- Monthly employer contribution for each benefit plan (includes health, flexcash, dental, vision, life, retirement, social security, Medicare)
- Hours paid
- Dues and Union deductions of any kind, ~~or Agency fees~~
- Pay period (month and year)

23.10 As a condition of providing and having confirmed receipt of the aforementioned information on a monthly basis the CSU and the Union agree that the CSU is under no obligation to provide the identical employee information for the identical period of time more than one time during the life of this Agreement.

University Representatives

23.11 The CSU shall designate the University representatives responsible for responding to Union information requests under HEERA and this Agreement. The Union shall only submit information requests to these designated CSU representatives or their designees.

### Reimbursement of Costs

23.12 The Union shall promptly reimburse the University for the reasonable cost of providing information, except for the information identified above, requested pursuant to HEERA, the Public Records Act, or this Agreement

### Publication of the Agreement

23.13 Upon ratification and approval by the parties, the University shall publish the agreement on its website.

### Union Orientation

**XXX Consistent with state law (Government Code section 3255.5(b)(3)), “onboarding” is understood to mean the process by which Academic Student Employees are advised of their employment status, rights, benefits, duties, and responsibilities of their appointment. Onboarding of Academic Student Employees may occur in-person, online, through electronic communications, and/or mail or postal courier.**

23.14 The Union shall be provided 30 minutes to present Union information at campus-wide, college-wide and tutoring center employment orientations. The Union shall also be provided 30 minutes to present Union information at department employment orientations if all of the unit members have not been required to attend an employment orientation as defined above. **The University will provide the Union with at least ten (10) days’ notice of the date, time, and location of any campus- wide, college-wide, tutoring center, or department onboardings and orientations. When onboarding and orientation events are scheduled with less than ten (10) days’ notice, UAW will receive notice as soon as the information is available for distribution to new employees.**

**In instances in which Academic Student Employees are onboarded through scheduled office visits to a campus’ human resources or academic affairs office, the campus shall inform UAW of any appointments scheduled, including attendees, by emailing UAW at [union@uaw4123.org](mailto:union@uaw4123.org). UAW will be provided the opportunity to attend such appointments, and UAW will provide the campus’ human resources or academic affairs office with advance notice of UAW’s attendance. The Union shall be provided thirty (30) minutes to present Union information as part of the onboarding appointment.**

- 23.15 The Union is solely responsible for the content and conduct of the Union presentation. No supervisor, manager or University official shall be present at the Union presentation. ~~The University shall notify the Union in writing of all Campus-wide, college-wide and tutoring center orientations along with contact information at least 10 days prior to the commencement of each orientation~~

#### Union Membership Election Form

- 23.16 A Union-drafted union membership election form shall be provided to all new employees at the same time as the employee is provided the new employee payroll information (e.g. W-4 and I-9 forms).
- 23.17 Each campus shall make arrangements with the UAW regarding the method of collecting forms.
- 23.18 The University will not discourage employees from completing the form or becoming members of the Union.
- 23.19 Each hiring unit shall be required to post location/schedule information for all Unit 11 employees hired for the semester/quarter by the end of the fourth week of the semester/quarter. The posting shall contain the following: employee name, job title, office location (if applicable), and office hours (if applicable).