

## **ARTICLE 7**

### **UNION RIGHTS**

- 7.1 The Union shall have the right, upon providing reasonable advance notice to the appropriate administrator, to reasonable use of campus facilities, not otherwise in use, including plant operations shop areas. Use of plant operations shop areas shall be at no cost. The Union shall bear the actual cost incident to such use including, but not limited to, set up, cleaning and overtime. The Union agrees that use of campus facilities shall be restricted to union meetings and training workshops. The Union further agrees that the activities shall be restricted to non-worktime and shall not interfere with campus programs. Nothing contained herein shall guarantee to the Union the use of campus facilities if no such facilities are available, or the use of facilities which require the payment of fees.
- 7.2 The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.
- 7.3 Intra-campus mail service shall be available for union business. Reasonable use of campus mail facilities shall be provided at no cost to the Union for communicating with bargaining unit members. The CSU shall be held harmless for the delivery and security of such mail and the CSU shall not bear the cost of moving union mail through the U. S. Postal Service or any private commercial delivery system. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with campus mail policy. The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by the Union. When a meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.
- 7.4 The CSU shall provide an open-faced mailbox or reasonable facsimile for union business at each campus Department of Plant Operations. The Employer shall determine the location of such mailboxes and shall not be required to bear the cost of providing such mailboxes. The CSU shall provide each campus union steward with an email account and access to a computer.

#### **Bulletin Boards**

- 7.5 The Union shall have the use of an adequate number of designated bulletin boards on every CSU campus and off-site location on which there are employees represented by Teamsters Local 2010 for the posting of union material. Such bulletin boards shall be visible, accessible to employees, and in areas frequented by employees.
- 7.6 An area shall be designated in each shop and lunchroom where there are employees represented by Teamsters Local 2010 for posting of union materials.
- 7.7 All postings and mailings shall identify the individual who is requesting on behalf of the Union that the document be posted, the union posting the document, his/her telephone number, and

the date of posting. A copy shall be delivered to the Director of Plant Operations or the appropriate administrator. It shall be the responsibility of the Union to post the document and maintain the bulletin board in accordance with campus, federal and state regulations.

### Employee Lists/Information

- 7.8 The Chancellor's Office shall provide the Union, upon written request, one or more monthly lists of all Unit 6 employees at no cost to the Union. The lists shall include the name, campus, classification, hire date, job status, and monthly salary. The Union also shall be provided a list, at least quarterly, of employees who have terminated their employment and a list of employees who are on a leave of absence of over one (1) month. Upon request of Teamsters Local 2010 and electronic capabilities of the CSU, these lists shall be provided in electronic format.
- 7.9 Upon written request of the Union, the Union shall be provided employee lists and other information that is public information disclosable under the Public Records Act or information required under HEERA. Such information shall be provided within a reasonable period of time. The cost of such information shall be borne by the Union, as provided in 7.10 below.
- 7.10 Teamsters Local 2010 Information Requests  
Where information is requested by the Union under the terms of this provision, that request shall be subject to the Side Letter of Agreement at Appendix D-7 of this Agreement. Contractual request to provide information under this provision are without prejudice to the Union's rights to request information under the Public Records Act and/or HEERA.
- 7.11 The Union will provide the Employer with a written list of designated union stewards, officers and union representatives by campus and by shop area. This written list shall be submitted annually to the Office of the Chancellor and the affected campus Human Resources Office. Changes to the list shall be brought to the Employer's attention as soon as possible and confirmed in writing in a timely manner.

### Release Time

- 7.12 The Union shall be granted a reasonable amount of release time for purposes of official meet and confer sessions with the Employer. Not more than six (6) employees shall be provided with release time for official meet and confer sessions unless the parties mutually agree otherwise. The Union shall provide the Chancellor's Office with the names of the employees requiring release time with sufficient notice prior to the commencement of the meet and confer session(s). In case(s) of an emergency, the Employer may deny release time for a particular employee. The Union reserves the right to postpone the meeting(s) in those circumstances. Additional release time may be provided on an individual basis to meet special needs related to work schedules and travel requirements.

## 7.13 Reimbursable Union Leave

### a. Statewide Officer Leave

1. Reimbursable Union Leave requested under this provision shall not exceed an aggregate amount of 900 working days per contract year to conduct union business. No more than 270 working days of union leave taken under this provision may be used at any one campus in a contract year. Reimbursable release time shall be for the purpose of conducting union business and shall be in full-day increments unless mutually agreed otherwise by an employee and the appropriate administrator.
2. Statewide Officers who averaged more than five (5) days per month of reimbursable leave in the prior Fiscal Year, will meet with their Facility/Plant Directors at the start of the next Fiscal Year and provide a calendar with anticipated dates of reimbursable leave throughout the upcoming Fiscal Year. The Officer and the Director will work out a reimbursement plan to assist the Department in covering the Officer's absences. It is understood these dates are not absolute and may be modified providing proper notice is given.
3. Not less than two (2) days notice shall be given to the Office of the Chancellor for leave requests under this provision of one (1) week or less.
4. Not less than two (2) weeks notice shall be given to the Office of the Chancellor for leave requests of more than one (1) week but less than six (6) months.
5. Not less than three (3) weeks notice shall be given to the Office of the Chancellor for leave requests under this provision of six (6) months or more.
6. An employee on such a leave shall continue to earn service credit and retirement credit. Vacation, holiday, and sick leave credit(s) shall accrue during such a leave. The employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation, or seniority.
7. The CSU reserves the right to refuse union leave requests for bona fide work.
8. The Union shall provide the Office of the Chancellor (Labor Relations) with the names of the employees for whom reimbursable release time is being requested within the time frames provided above. The Office of the Chancellor will provide official notice to the appropriate campus. The employee should also notify his/her Manager or Director.

b. Reimbursement

The CSU shall be reimbursed by the Union for all compensation (including benefits) paid the employee during such a leave. The referenced benefits currently include the employer's contributions to health, dental and vision insurance, CalPERS, Social Security and Medicare. The benefits included may change during the term of the Agreement should the employer make contributions to additional or fewer benefit programs on behalf of the employee. To facilitate payment, the campus accounting office will provide the Union with an itemized billing that includes the following:

1. a copy of the Chancellor's Office Release Time Request Form with the Authorization form from the appropriate administrator;
2. the applicable campus time reporting form for the period of the time the campus is seeking reimbursement;
3. a breakdown of the costs being billed; and
4. an assigned invoice number and billing date.

Campuses shall bill the Union for reimbursable release time at least on a quarterly basis. Reimbursement by the Union shall be made no later than sixty (60) days after receipt by the Union of an itemized bill from the affected campus for reimbursable release time for authorized employees at the affected campus.

The Union will contact the Office of the Chancellor in the event that it disputes any portion of a CSU claim for reimbursement and will nonetheless reimburse the CSU for all non-disputed portions of any billing pursuant to the requirements of this provision. The parties agree that failure to reimburse the CSU within sixty (60) days will result in the denial of any subsequent requests for leave under this provision until all delinquent payments have been made.

If a campus fails to bill the Union for a quarter and subsequently bills the Union for a period of more than one quarter, the Union may make payment for the bill over the same number of quarters as the number of quarters billed.

7.14 Non-Reimbursable Union Leave

Steward Training

The Union may request that each CSU campus grant up to an aggregate total of forty (40) hours in each fiscal year of release time without loss of compensation to union-designated campus stewards or union officers employed on the campus to attend Union sponsored training. Such requests shall be submitted in writing to the campus at least five (5) workdays prior to the date of the release time. Such release time may be requested and granted in increments of one hour for partial or full days. The campus shall grant such requests, except when it determines that

there are significant bona fide work reasons not to do so. Unused release time hours do not carry forward to the next fiscal year.

Designated union stewards appearing on the list provided to the campus pursuant to provision 7.11 shall be eligible for release time pursuant to this provision.

Campus stewards provided with release time shall observe provisions 7.17 and 7.18 of this agreement. Procedures for securing release time for grievance processing are provided in provision 9.31 of this agreement.

- 7.15 The Union may request unpaid leaves of absence for a specified period of time for statewide officers.
- 7.16 Union representatives may request to meet with CSU appropriate administrators or with Employee Relations personnel in the Office of the Chancellor for the purpose of discussing ongoing contract administration issues. In the event that such meetings are agreed to by such CSU representatives, then the Union representatives who are scheduled to attend, and actually attend such meetings, shall be released from work for the period of time spent in attendance at such meetings. Additional release time may be provided on an individual basis to meet special needs related to work schedules and travel requirements.
- 7.17 Union business involving employees shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with campus programs or operations.
- 7.18 The appropriate administrator shall be notified of the presence of union representatives and officers who are not campus employees either upon arrival at the campus or by telephone in advance of arrival.
- 7.19 An employee shall not suffer reprisals for participating in union activities.

### Union Security

- 7.20 It is the intent of this Article to provide for payroll deduction of dues for Teamsters Local 2010 members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to advise the State Controller's Office (SCO) to deduct and transmit to Teamsters Local 2010 all authorized deductions from all Teamsters Local 2010 members within Unit 6 who have signed approved authorization cards for such deduction on a form provided by Teamsters Local 2010, less necessary administrative costs incurred by the State of California.
- 7.21 The amount of dues deducted from Teamsters Local 2010's members' pay warrants shall be set by Teamsters Local 2010 and changed by the CSU upon written request of Teamsters Local 2010.
- 7.22 Any requirement to join the Union, or to pay a fee in lieu of joining the Union shall be governed by the law.

- 7.23 Teamsters Local 2010 agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from SCO's payroll deductions for Teamsters Local 2010 dues and deductions. In addition, Teamsters Local 2010 agrees to hold the CSU harmless for any error or omission made by the SCO arising from payroll deductions for Teamsters Local 2010 dues, fees and deductions.
- 7.24 The CSU shall provide the Union with notice of all new Systemwide CSU Human Resources, Coded Memoranda and Technical letters related to Unit 6 via email. The email notice shall indicate the web address where the document may be found. Trustee agenda packages shall also be made available via the CSU Board of Trustees website.
- 7.25 Upon movement of an employee out of the bargaining unit, the employee may elect to withdraw from Teamsters Local 2010.
- 7.26 Teamsters Local 2010 representatives will be informed of the date and time of any new employee orientation program organized by the campus that includes new Unit 6 employees, and shall be provided with an opportunity to present information about Teamsters Local 2010 to new Unit 6 members at some stage during, or immediately following, the campus program.