

ARTICLE 4

UNION RIGHTS

- 4.1 The Union shall have the right, upon providing reasonable advance notice to the appropriate administrator, to reasonable use of Cal Maritime facilities, not otherwise in use, including plant operations shop areas and boathouse areas. Use of Cal Maritime 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 Cal Maritime facilities shall be restricted to union meetings and training workshops. The Union further agrees that the activities shall be restricted to non-work time and shall not interfere with Cal Maritime programs. Nothing contained herein shall guarantee to the Union the use of Cal Maritime facilities if no such facilities are available, or the use of facilities which require the payment of fees.
- 4.2 The Union shall bear the cost of all Cal Maritime materials and supplies incident to any union meeting or union business conducted at the Cal Maritime.
- 4.3 Intra-campus mail service shall be available for union business. Reasonable use of Cal Maritime mail facilities shall be provided at no cost to the Union for communicating with bargaining unit members. The Employer shall be held harmless for the delivery and security of such mail and the Employer 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 the Cal Maritime 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.
- 4.4 The Employer shall provide an open-faced mailbox or equivalent at the Cal Maritime Department of Plant Operations and the boathouse facilities. The Employer shall determine the location of such mailboxes and shall not be required to bear the cost of providing such mailboxes.
- 4.5 The Union shall have the use of a designated bulletin board in the Cal Maritime Plant Operations Department and boathouse facility for the posting of union material. Such a bulletin board shall be visible, accessible to employees.

- 4.6 All postings and mailings shall be delivered to the appropriate administrator(s) within a reasonable period of time of the posting and shall indicate complete union identification and dates.
- 4.7 The Cal Maritime Human Resources Office shall provide to the Union, upon written request, a written notice of new employees hired into the unit. The notice shall include the name and classification of each employee. Home addresses of new hires shall be provided to the Union unless the employee requests in writing that the Union not receive the employee's address. Human Resources shall provide to the Union an annual written notice of employees who have terminated their employment and an annual list of employees who are on a leave of absence of over one (1) month. These notices shall be provided in a timely manner.
- 4.8 The Union will provide the Cal Maritime and the Office of the Chancellor with a written list of designated union stewards and union representatives. Changes to the list shall be brought to the attention of the Cal Maritime and the Office of the Chancellor as soon as possible and confirmed in writing in a timely manner.
- 4.9 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 three (3) 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.
- 4.10 Upon written request to the Office of the Chancellor, the Union shall be provided with specifically identified information on wages, hours, and working conditions related to negotiations. Such information shall be provided within a reasonable period of time. The Union may be required to bear the cost of such information, if there is a cost associated. It is understood that this Article shall not be construed to require the CSU to develop or compile any information or data in a form not already compiled.
- 4.11 Union business involving employees shall be conducted during non-work time except as provided for elsewhere in this Agreement. Union business shall not interfere with Cal Maritime programs or operations.

- 4.12 The appropriate administrator shall be notified of the presence of union representatives and officers who are not Cal Maritime employees either upon arrival at the Cal Maritime or by telephone in advance of arrival.
- 4.13 An employee shall not suffer reprisals for participating in union activities.
- 4.14 It is the intent of this Article to provide for payroll deduction of dues for the Union members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to IUOE all authorized deductions from all IUOE members within the unit who have signed approved authorization cards for such deduction on a form provided by IUOE, less necessary administrative costs incurred by the State of California.
- 4.15 The amount of dues deducted from IUOE's members' pay warrants shall be set by IUOE and changed by the CSU upon written request of IUOE.
- 4.16 Employees shall be free to join and participate in the Union or not to join and participate in the Union.
- 4.17 IUOE 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 its payroll deduction for IUOE dues and deductions.
- 4.18 The written authorizations for IUOE dues deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from IUOE by sending a withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement.
- 4.19 Upon movement of an employee out of the bargaining, the employee may elect to withdraw from IUOE.