

ARTICLE 6

UNION RIGHTS

Union Representation

6.1 There shall be no more than one (1) steward designated by the Union from among bargaining unit employees at each campus. In addition, union officers and staff will be designated by the Union as Union Representatives. The Union shall advise the Labor Relations Offices of the Office of the Chancellor and campus in writing of the names of union stewards, officers and staff who are authorized to represent the Union in July and January of each year and within twenty eight (28) days of any change in Representative.

6.2 Union stewards at each individual campus shall have the authority to represent the members at their particular campus in matters related to representation, investigation and presentation of grievances in accordance with the provisions of this Agreement.

The CSU may provide reasonable release time to Union stewards during regular work hours to address grievances, investigations, and employee representation. Stewards may also request to meet with the appropriate administrator on campus to discuss bargaining unit issues related to the implementation of this Agreement.

6.3 The appropriate administrator shall, as a courtesy, be notified of the presence of a Union Representative who is not a campus employee either upon their arrival at the campus or by telephone in advance of arrival.

6.4 Union business involving employees shall be conducted during non-worktime except as specifically provided elsewhere in this Agreement. Where a provision in this Agreement establishes a contractual right to release time, the employee shall be responsible for complying with all procedural requirements relating to the request/authorization of that release time. All requests for release time shall be subject to the operational needs of the campus and Student Health Center.

6.5 The CSU shall provide reasonable release time for up to three (3) employees designated by the Union to participate in contract negotiations, meet and confer sessions, campus Labor Management Committee meetings and Systemwide Labor Management Committee meetings. The CSU shall not be required to grant release time to more than three (3) employees at any one time unless the parties mutually agree. Release time may be provided for time to prepare for and caucus time prior to such meetings. Release time to participate in systemwide negotiations shall not be granted to more than one (1) employee from any individual campus. Release time shall not include any compensation beyond an employee's straight-time rate of pay.

The CSU shall provide reasonable release time for one (1) employee designated by the Union to participate in the Student Health Advisory Committee Meetings. Requests for release time shall be submitted in writing to Labor Relations at the Office of the Chancellor with a copy to the relevant campus Student Health Center. The

request shall be submitted at least fourteen (14) days in advance of the requested time off. Such requests shall include the employee's name, campus, date(s), to be released, and the hours the employee is scheduled to work on the respective day(s).

If the Union requests such release time, which falls outside of an employee's regular work hours, including on the employee's regular day(s) off, then the CSU may provide the employee with informal time off to be exercised within one hundred and eight (180) days.

- 6.6 Upon request of the Union, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for union meetings that may be attended by an employee during non-worktime.
- 6.7 The Union shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus.
- 6.8 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 overtime costs shall be borne by the Union. When the meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.

Designated Bulletin Boards

- 6.9 The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible, accessible to employees and in areas frequented by employees.
- 6.10 All posted material shall be simultaneously delivered to the President and shall bear Union identification and be dated.
- 6.11 It shall be the responsibility of the Union to remove outdated posted material.
- 6.12 The Union should exercise responsibility for the content of such union material.

Employee Lists

- 6.13 The CSU shall provide to the Union upon request a quarterly list of all employees in the bargaining unit. Such lists shall contain names, job classification codes, and campus, earliest date employed in the unit, pay plan, time base, salary type, base pay, FTE, and hourly rate of pay. The employee lists shall be provided at no cost to the Union. The lists shall include employee home address and personal phone number unless the employee has requested in writing to withhold such information from the union.

6.14 An employee's home address and personal phone number(s) shall be released to the Union unless the employee has opted out of the disclosure of this information in writing.

Union Security

6.15 It is the intent of this Article to provide for payroll deduction of the dues of Union members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to the Union all authorized deductions from all Union members within the bargaining unit who have signed and approved authorization cards for such deduction on a form provided by the Union, less necessary administrative costs incurred by the State Controller.

6.16 The written authorization for union deduction shall remain in full force and effect during the life of this Agreement provided, however, that any employee may withdraw from the Union by sending a withdrawal letter to the Union within thirty (30) calendar days prior to the expiration of this Agreement.

6.17 The amount of dues deducted from the Union members' pay warrants shall be set by the Union and changed by the CSU upon written request of the Union.

6.18 Employees shall be free to join or not to join the Union.

6.19 The Union 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 the union dues and deductions.