

## **ARTICLE 8**

### **UNION RIGHTS**

- 8.1 Upon request of the APC, the CSU shall provide at no cost facilities not otherwise required for campus business for union meetings that may be attended by employees during non-worktime. Except as provided in this Agreement or as otherwise agreed in writing, use of CSU resources by an employee is governed by the California Government Code, Section 8314. The University shall inform employees, in writing, of any other federal and State law(s) governing the use of public resources, and shall provide each employee with a copy of the applicable law(s).
- 8.2 The APC shall bear the cost of all campus materials and supplies incident to any union meeting or union business conducted on campus. The APC shall also bear the cost of any overtime pay or other extraordinary clean-up costs which may be incurred as a result of the union meeting. When a meeting request is submitted and the APC inquires, the campus shall inform the APC whether or not costs shall be charged.
- 8.3 Intra-campus mail service shall be available to the APC at no cost for official union communications. The APC shall package and label materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request of the APC. The name of the APC shall appear on all union materials sent through the campus mail service.
- 8.4 The APC shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible and accessible to employees and in areas frequented by employees.
- 8.5 A copy of union material posted on bulletin boards and union material extended for general distribution to employees through campus mail service shall be provided in a timely manner to the appropriate administrator.
- 8.6 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.
- 8.7 APC Representatives shall have the right to visit members of the unit on the campuses during non-worktime. The appropriate administrator shall be notified of the presence of an APC Representative who is not a campus employee either upon the representative's arrival at the campus or by telephone in advance of arrival.

- 8.8 The campus Human Resources Office shall provide to the APC upon request, a monthly list of all employees new to the bargaining unit, employees reclassified, and those who have terminated their employment. Such lists shall contain names of the affected employees and department name and code. This information shall be provided at no cost to the APC.
- 8.9 The CSU shall modify CSU Careers to send an RSS feed to APC whenever a new Unit 4 vacancy is posted.
- 8.10 The CSU will provide to the Statewide APC job descriptions where there is a material substantive change to the description. A “material and substantive” change to an incumbent employee’s job description is one which adds duties that cannot reasonably be understood to be among those explicitly enumerated in the classification and qualification standards (CQS) for the employee’s current classification or would result in the incumbent employee being reclassified to a position outside of Unit 4.
- 8.11 The CSU will provide to the Statewide APC a list of proposed transfers of work, job functions, and /or positions which will result in a Unit 4 incumbent losing timebase.
- 8.12 The CSU will provide to the Statewide APC a list of proposed transfers of work, job functions, and/or positions exclusively performed by Unit 4 to a non-Unit 4 employee.
- 8.13 Upon request of the APC, employee lists and public information shall be provided to the APC. An employee’s home address shall be released to the APC unless the employee has officially informed the CSU that the employee wishes the home address withheld. The cost of such employee lists and public information shall be borne by the APC.
- 8.14 The APC shall, within fourteen (14) days of the execution of this Agreement and thereafter within fourteen (14) days of a change in designation of a steward, advise the President and the Office of the Chancellor in writing of the name of the union steward(s) on each campus.
- 8.15 The CSU shall provide release time of one (1) full day for each scheduled meet and confer session for up to six (6) employees in the bargaining unit. Additional release time shall be provided on an individual basis to meet special needs related to transportation and work schedules.

Up to three (3) APC representatives shall be provided with release time to attend Board of Trustees meetings. Requests to attend such meetings shall be submitted to the Office

of the Chancellor far enough in advance to permit scheduling of APC speakers pursuant to rules and regulations of the Trustees and to arrange the appropriate release time.

8.16 Upon request of the APC made pursuant to A, B or C below, the CSU shall grant a union leave without loss of compensation as follows:

A. Non-Reimbursable Statewide Officer Leave

1. The APC shall submit to the CSU in advance of the first date of leave requested a list of employees who are entitled to leave as APC Statewide Officers pursuant to this provision. Not more than two such Officers at any one campus may be designated. Such a list shall include the employee's name and campus.
2. Leave hereunder shall not exceed an aggregate amount for all Statewide Officers of seven hundred eighty (780) working days per contract year to conduct union business.
  - a. No more than two hundred sixty (260) working days of union leave taken under this provision may be used at any one campus in a contract year.
  - b. Use of leave under this provision shall only be as designated by APC and may be partial or full time.
  - c. Such leaves must be in six (6) months to twelve (12) months increments.
  - d. The CSU shall make reasonable efforts to backfill the positions of employees on union leave for six (6) to twelve (12) months.
  - e. Notice of any absence must be given to the campus by the employee at least thirty (30) calendar days in advance of the absence. The Leave requests citing the leave provision shall be submitted to the Statewide Officer's campus Human Resources Office with a copy to the Office of the Chancellor.
  - f. Employees on full-time leave will remain on Non-Reimbursable Leave for all work days off during the designated Non-Reimbursable Leave (holidays, vacation, meeting of the Trustees, etc.)

- g. No carry over from one fiscal year to another is permitted.
- h. If a leave is to be ended early and the employee returns to work, APC shall give the campus a minimum of two (2) weeks' notice.
- i. APC must report to the CSU when the statewide or campus maximum is reached.
- j. The CSU reserves the right to refuse union leave requests for bona fide work reasons. If union leave is denied, the campus shall state the reasons for the denial in writing at the Union's request.
- k. An employee on such a leave shall continue to earn service credit and retirement credit.
- l. Vacation, holiday and sick leave credit(s) shall not accrue during such a leave.
- m. The employee on such a leave shall have the right to return to their former position upon expiration of the leave.
- n. Such a leave shall not constitute a break in service for the purpose of salary adjustments, sick leave, vacation, or seniority.

B. Reimbursable Statewide Officer Leave

- 1. Employees eligible for non-reimbursable leave, as identified pursuant to 8.16.A.1, also shall be eligible for reimbursable leave, not to exceed an aggregate amount of five hundred twenty (520) working days per contract year.
  - a. No more than two hundred sixty (260) working days of union leave taken under this provision may be used at any one campus in a contract year.
  - b. Use of leave under this provision shall only be as designated by APC, and may be partial or full time.
  - c. Notice of any absence must be given to the Human Resources Office of the employee's campus, with a copy to the Office of the

Chancellor, by APC at least five (5) working days in advance of the absence.

- d. Notice of any absence of more than one month must be given at least thirty (30) calendar days in advance to the Human Resources Office of the employee's campus with a copy to the Office of the Chancellor.
  - e. Employees on full-time leave for thirty (30) calendar days or more will remain on Reimbursable Leave for all days off during the designated Non-Reimbursable Leave (holidays, vacation, meeting of the Trustees, etc.)
  - f. If a leave is to be ended early and the employee returns to work, APC shall give the campus a minimum of two (2) weeks' notice.
  - g. No carry over from one fiscal year to another is permitted.
  - h. The CSU reserves the right to refuse union leave requests for bona fide work reasons. If Union leave is denied, the campus shall state the reasons for the denial in writing at the Union's request. APC must report to the CSU when the statewide or campus maximum is reached.
  - i. An employee on such a leave shall continue to earn service credit and retirement credit.
  - j. Vacation, holiday and sick leave credit(s) shall not accrue during such a leave.
  - k. The employee on such a leave shall have the right to return to their former position upon expiration of the leave.
  - l. Such a leave shall not constitute a break in service for the purpose of salary adjustments, sick leave, vacation, or seniority.
2. The CSU shall be reimbursed by APC for all compensation (including benefits) paid the employee during such a leave. Reimbursement shall be made by APC no later than thirty (30) calendar days of 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.

C. Non-Reimbursable Steward Leave

1. APC shall furnish to the CSU per 8.14 an up-to-date list indicating the steward(s) assigned to each campus that will be eligible for union leave hereunder.
2. APC shall be provided a systemwide allotment of two hundred ninety-nine (299) working days per fiscal year for steward(s) to conduct union business provided that all the requirements of provision 8.6 are met. No more than forty-eight (48) days of Steward Leave may be used at any one campus per fiscal year.
3. Notice of any absence must be given to the Office of the Chancellor in writing by APC at least ten (10) or more working days in advance of the absence; any request not received ten (10) working days in advance shall be deemed denied. Requests received at least ten (10) working days in advance of the absence will be considered approved unless the Office of the Chancellor notifies APC within five (5) days of receipt of the request.
4. Any Steward Leave that both parties agree is unused at the end of each contract year shall be added to the following year's two hundred ninety nine (299) day allotment and shall become available for use by APC in accordance with the requirements of this provision. Any Steward Leave used during a contract year in excess of the total amount available that year shall be deducted from the following contract year's two hundred ninety nine (299) day allotment. APC will provide the Office of the Chancellor with a semi-annual report of Steward Leave used under this provision; the report will be provided no later than thirty (30) days following the end of each six-month period. Failure to provide a report will result in the suspension of Steward Leave use until that report is provided.
5. The CSU reserves the right to refuse union leave requests for bona fide work reasons. If a request for union leave is denied, the campus shall give reasons for the denial in writing at the Union's request.

- 8.17 APC may request unpaid leaves of absence for a specified period of time for members of the bargaining unit designated by APC. Such leaves shall be subject to provisions of Article 22, Leaves of Absence Without Pay.
- 8.18 It is the intent of this provision to provide payroll dues deduction for APC members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to request that the State Controller deduct and transmit to APC all authorized deductions from all APC members within the bargaining unit who have signed and approved authorization cards for such deductions on a form provided by APC, less necessary administrative costs incurred by the State Controller. Such employee authorization may be withdrawn at any time, provided the employee follows APC's procedures for withdrawal.
- 8.19 The amount of dues deducted from APC members' pay warrants shall be set by APC and changed by the CSU upon written request of APC. APC shall give the University thirty (30) days' notice of any changes in deduction amounts.
- 8.20 Employees shall be free to join or not to join APC. APC representatives will be informed of the date and time of any new employee orientation program organized by the campus that includes new Unit 4 employees, and shall be provided with an opportunity to present information about APC to new Unit 4 members at some stage during, or immediately following, the campus program.
- 8.21 APC agrees to indemnify, defend, and hold the CSU/SCO harmless against any claim made of any nature and against any suit instituted against the CSU/SCO arising from its payroll deduction for APC dues and deductions.
- 8.22 An employee shall not suffer reprisals for participation in union activities.