

ARTICLE 5
UNION RIGHTS

Use of Facilities

- 5.1 Upon request of the Union, the CSU shall provide the Union use facilities for union meetings at no cost to the Union. Instructors may attend such meeting during non-worktime.
- 5.2 The Union shall bear the cost of all campus materials and supplies incidental to any union meeting or union business conducted on campus.

Campus Communication

- 5.3 Intra-campus mail service, including electronic mail services, shall be available to the Union at no cost for official union communications with Instructors. The Union shall package and label hard copy materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon the request of the Union. The name of the Union shall appear on all materials sent through the campus mail service. Instructor mailboxes, if any, may be utilized by the Union for purposes of union communication to bargaining unit Instructors. The campus shall provide email accounts to Instructors.

Bulletin Boards

- 5.4 The Union shall have the use of a designated bulletin board for the posting of union material. The bulletin board shall be visible, accessible and in an area frequented by Instructors.
- 5.5 A copy of union material posted on the bulletin board and union material intended for general distribution to Instructors through campus mail service shall be provided in a timely manner to the appropriate administrator. The Union shall exercise responsibility for the content of such union material.

Union Business

- 5.6 Union business involving Instructors shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with campus programs or operations.
- 5.7 As a courtesy, the appropriate administrator shall be notified of the presence of a Union Representative who is not a campus employee either upon his/her arrival at the campus or by telephone in advance of arrival. As a courtesy, upon such notification, the appropriate administrator shall provide such a Union Representative with a daily parking pass at no cost to the Union.
- 5.8 One (1) Campus Bargaining Unit 14 Representative shall be designated by the Union to officially represent the Union. The name of this Campus Bargaining Unit Representative shall be provided in writing to the President.

Release Time for Union Business

- 5.9 The CSU shall provide paid release time for one (1) Instructor for each scheduled meet and confer session. Normally, the Union shall provide the Office of the Chancellor with the name of the Instructor for whom release time is being requested at least five (5) working days prior to the commencement of the meet and confer session(s). The parties may mutually agree to provide release time for bargaining unit members to caucus upon request by CSUEU.

Union Leave

- 5.10 Upon written request of normally not less than five (5) working days from the Union to the Office of the Chancellor, the CSU shall grant a union leave to any Union Representative as described below:
- a. Such a leave shall not be less than one (1) day. No leave may extend beyond the end of the Instructor's appointment. Such a leave shall not constitute a break in the Instructor's continuous service.
 - b. The CSU shall pay the Instructor for the course hours assigned during the period of the leave and the Union shall reimburse the CSU for total compensation paid the Instructor on account of such leave.
 - c. Such a union leave in accordance with this Article shall also be provided to an ACLP Instructor upon becoming a Statewide CSUEU Officer, to a maximum of three Statewide Officers for CSUEU Systemwide in Units 2, 5, 7, 9, 13 and 14.

- 5.11 An Instructor shall not suffer reprisals for participation in union activities, including, but not limited to, filing and processing grievances under Article 7 of this Agreement.

Union Orientation

- 5.12 The Department shall make available to the Union (1) a list of new hires within fourteen (14) days of the start of the term, (2) make available to new ACLP Instructors' Union membership material provided by the CSUEU, and (3) provide CSUEU the opportunity to address employees during or immediately following any employee orientation provided for bargaining unit 14 employees.

Union Security

- 5.13 The CSU/SCO agrees to deduct from Instructors' pay warrants and transmit to CSUEU all authorized deductions from all CSUEU members within Bargaining Unit 14 who have signed and approved authorization cards for such deduction on a form provided by CSUEU, less necessary administrative costs incurred by the State Controller to the extent such deductions are permitted by law.
- 5.14 The written authorization for CSUEU deduction shall remain in full force and effect during the life of this Agreement provided, however, that any Instructor may withdraw from CSUEU by sending a withdrawal letter to CSUEU within thirty (30) calendar days prior to the expiration of this Agreement.
- 5.15 Upon movement of an Instructor out of the bargaining unit, the Instructor may elect to withdraw from CSUEU. Such withdrawal shall not be permitted if the Instructor moves to another bargaining unit in which CSUEU is the exclusive representative and in which the Agreement contains a provision such as 5.14 above.
- 5.16 The amount of dues deducted from the CSUEU members' pay warrants shall be sent to CSUEU and changed by the CSU upon written request of CSUEU.
- 5.17 Instructors shall be free to join or not to join the Union.

General Provisions

- 5.18 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. The Union shall bear such costs. When the meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.