

**ARTICLE 28  
UNION ACCESS AND RIGHTS**

**A. USE OF FACILITIES**

**1. Access**

The University has the right to establish and enforce reasonable access rules and regulations at each campus.

**2. U.S. Mail Delivery**

United States mail on which postage has been paid and which is received by the University bearing the name of the ASE in the unit and correct specific address will be distributed to the ASE in the unit in the normal manner.

**3. Use of mailboxes**

In locations where ASEs have mailboxes, the UAW may reasonably use such boxes in accordance with campus procedures in effect at the time of the use.

**4. Email use**

UAW designated employee representatives may use their university email account in accordance with applicable University policy regarding electronic mail/electronic communications.

**B. DIRECTORY INFORMATION AND EMPLOYEE LIST**

1. The ASE shall be required to release their name to the UAW as a condition of employment.
2. As soon as practicable, each month the University shall provide the UAW the following information, where available, in a computer readable form: name, home department, employee identification number, classification, title code, percentage appointment, monthly salary, salary rate, amount of monthly dues/agency fees deducted, home address, personal cell and personal e-mail. In the event an employee has opted to have their home address, personal cell and personal e-mail protected under applicable federal and/or state law, the home address of such academic student employee shall be deleted from this list. Upon written request, the University shall supply the UAW with information regarding the gender, race and ethnicity of all ASEs (to be provided in aggregate), sorted by discipline (as defined by the University) not more than twice per year.
  - a. Neither party waives any right it may have to seek or withhold information regarding race, gender and ethnicity sorted by department when necessary for representation purposes.
3. The UAW shall be responsible for any reasonable initial and ongoing

programming and monthly processing costs associated with providing this information. The University will give the UAW notice of initial costs and any significant changes to those costs prior to the time they are incurred.

### **C. ACCESS TO THE AGREEMENT**

Following ratification and approval by the parties, the University shall publish the agreement on a designated website.

### **D. SYSTEM-WIDE BARGAINING**

1. At each campus, the University shall provide compensation, including eligible fee and GSHIP remissions, for one FTE (40 hours/week) ASE appointment(s) (fee and GSHIP remissions shall not be paid for more than 2 ASEs per term) as UAW bargaining committee member(s) to participate in system-wide bargaining for two (2) terms during which bargaining occurs. In the event that bargaining occurs during summer sessions, one (1) term for the purposes of compensation, is equivalent to two consecutive 6-week summer sessions or equivalent. The UAW bargaining committee member(s) shall be provided paid release time for all remaining time in bargaining until, but no later than, the expiration date of the contract, unless otherwise mutually agreed to by the parties. It is permissible for the University to provide for compensation in the summer (up to 100%) in lieu of an academic semester or quarter to meet the requirements of this section.
2. Those receiving compensation pursuant to Section 1 above must be a student or an ASE at the campus in the term that bargaining commences.
3. Bargaining committee members shall be compensated so that they incur no loss nor achieve any gain over their current or most recent ASE appointment on the campus or the highest rate of appointment in an ASE position in the ASE's career on the campus. In cases where an ASE would normally advance based on campus procedures, the higher rate would be paid.
4. The UAW shall give notice to the University of the UAW bargaining committee member(s) to be assigned and compensated in accordance with this section thirty (30) calendar days prior to the term in which they are to be assigned and compensated for system-wide bargaining or as soon as practicable.
5. An ASE who works in this capacity for the terms referenced above shall not have those terms counted toward any limit imposed by an academic department on the number of terms of employment for which an ASE may be eligible.

## **E. ACCESS FOR PURPOSES OF UAW ORIENTATION**

1. The Union shall have the right to present a thirty (30) minute UAW Orientation each term in conjunction with orientation for new ASEs. At the discretion of each campus, orientation for new ASE's may take place at a mandatory TA training or other mandatory event at either the department, hiring unit or campus level. Access to orientation for new ASEs, as described in this Article, does not require the University to grant access to pedagogical courses. The University, through the local labor relations offices, shall be responsible for notifying the Union of the time, location and date set aside for the UAW Orientation.
2. The University will coordinate with the Union to schedule one thirty (30) minute UAW make-up orientation per term upon request by the Union for new ASEs who did not receive a UAW Orientation as described in Section E. 1 above. The make-up UAW orientation will be scheduled as soon as practicable within the term of the appointment. The Union is responsible for communicating the time, date, and location of the make-up UAW orientation to the ASEs.
3. Attendance at one UAW Orientation shall be mandatory for first-time ASEs. Salaried ASEs shall count the thirty (30) minutes toward their workload hours provided the ASE has an appointment in the term they attend orientation; hourly ASEs shall be paid for the thirty (30) minutes, provided the ASE has an appointment in the term they attend orientation.
4. The University shall not be present during the UAW Orientation or UAW make-up orientation.
5. The University shall have no obligation or responsibility for, nor shall it monitor, the content of the UAW's presentations. The parties agree that the content of the workshops/orientations shall not be detrimental to or derogatory of either party, its agents or officials.
6. The University shall not be responsible for providing lists of ASEs scheduled to attend the UAW Orientation or UAW make-up orientation. The Union shall be responsible for obtaining the attendance list of the ASEs at the UAW Orientation and the UAW make-up orientation and for contacting any ASE who did not attend.
7. The University shall not attempt to dissuade attendance of ASEs at, nor communicate regarding UAW orientation other than to inform the ASEs of the day, time, and place of the orientation. The University shall direct ASEs with questions regarding the UAW orientation to the UAW campus representatives.

8. This constitutes the parties' full agreement regarding adherence to the mandates in Assembly Bill 119.
9. Nothing in this Article shall be construed to mean that a department or hiring unit cannot invite the Union to make presentations at additional meetings.