

TENTATIVE AGREEMENT

UC/AFT IX Negotiations
Article 25—Union Rights
University Proposal - Final
(reflecting agreement)
November 21, 2021
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For UC-AFT



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12/10/2021

For the University



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12-3-2021

ARTICLE 25 UNION RIGHTS

A. MEETINGS

1. The Union and the University, at the request of either party, shall meet at a mutually agreeable time and place to discuss matters of mutual concern. When practicable, meetings concerning a local campus problem will be held on the affected campus.
2. Topics for discussion at the meeting shall be communicated to the other party at the time the meeting is requested. The parties will attempt to finalize an agenda at least seven (7) calendar days prior to the scheduled date of the meeting.
3. Each party shall designate a **meeting** chair ~~for the meeting~~, who shall coordinate the agenda and arrangements ~~for the meeting~~. Whenever possible, such meetings shall ~~be scheduled so as not to conflict with the~~ Union representatives' course meetings or other duties. If such conflict ~~is unavoidable, should occur,~~ **Unit 18 faculty** ~~representatives~~ shall be released without loss of compensation.
4. When **Unit 18 faculty** ~~issues of concern to NSF arise which are~~ **raise issues** not appropriate for labor-management discussions, ~~any written comments which the Union wishes to submit will be forwarded by the~~ University **will forward union-submitted written comments** to the relevant University official or committee. Labor-management meetings shall not preclude or substitute for appropriate consultation with **Unit 18 faculty** ~~NSF~~ through normal academic channels.
5. No provision of this ~~Agreement-MOU~~ prohibits participation by unit members on **department,** campus, or systemwide committees.

B. ~~MEMBERSHIP~~ BARGAINING UNIT LISTS

1. The University shall provide the Union with **monthly** ~~an annual~~ lists of **all** bargaining unit members electronically, via the FTP site **or another electronic platform. The disclosure flag default shall be set to disclose ("yes") for home address, home phone number, personal email address and personal cell phone number. Bargaining unit members who do not want the union to have their personal contact**

information shall be required to contact the UC-AFT directly. The University will redirect such inquiries to the UC-AFT.

a. **Roster File**

The employee list on the FTP site shall contain the following information: name, employee identification number, **job** title, title code, **annualized salary rate at 100% time**, monthly salary, campus **code** address, and home address, ~~unless the Unit 18 faculty NSF has requested that her/his their home address not be released,~~ most recent date of hire, **home** department/organizational unit, percent of appointment, type of appointment, and appointment **begin date and** end date, where applicable. **In addition, the list will include the home address, home telephone number, personal cell phone number and personal email address, where provided, work location, and dues status. The University shall update the aforementioned data in the FTP site weekly.**

b. **Earning File**

The University shall provide the UC-AFT with a monthly earnings report for all bargaining unit members electronically, via the FTP site. The report shall include: bargaining unit, employee ID, name, pay period end date, unit earnings, unit hours, non-unit earnings, non-unit hours, GN number, deduction amount, deduction special transaction, primary unit code, and campus code.

~~The FTP site shall include the Unit 18 faculty NSF e-mail address contained in the campus e-mail directory. The University will update the e-mail addresses in the FTP site on a quarterly basis.~~

2. **Confidentiality**

Personal contact information (home addresses, home phone numbers, personal cell phone numbers, personal email addresses) shall be maintained as confidential by the Union, who shall take all reasonable steps to ensure the confidentiality of the information provided under this Article.

3. **Non-Disclosure**

The UC-AFT shall notify the University in writing when a bargaining unit member has specifically provided a written request to not release the home address, personal home and/or cell phone number, and personal email information.

4. **Indemnification**

The UC-AFT agrees to defend, indemnify and hold the University of California (including its subdivisions and employees) harmless from any claim, suit or liability of any nature arising from a challenge to the validity of this Section.

5. The University and the Union agree to hold annual working meetings during the duration of this agreement to discuss the Union's access to other pertinent information.

C. PUBLICATION OF THE MEMORANDUM OF UNDERSTANDING

1. The University shall prepare a draft final version of this Agreement and provide it to the Union in an editable electronic format within fourteen (14) calendar days following ratification. Following sharing of the final version of the draft, The University and the Union shall jointly determine a timeline for finalizing any and all changes. The parties shall use best efforts to finalize the Agreement within thirty (30) days of ratification.
2. Within seven (7) calendar days of the **Agreement** finalization of the ~~Agreement~~, such final version shall be posted on the University's website.
3. **The University shall not restrict or prohibit the Union's distribution of the Agreement.**

~~Appointment Letters provided to bargaining unit employees shall include a paragraph that states that the MOU governs the terms and conditions of their employment and that the MOU is available via the University website. The University's and AFT's website addresses and a URL or link to the UC AFT website shall be included in the appointment letter.~~

D. USE OF FACILITIES

1. **Access**

- a. Subject to the campus policies and procedures in effect at the time the use is requested, the Union shall ~~be able to use~~ **have access to** bulletin boards, ~~general classrooms,~~ information tables and meeting rooms, **and general classrooms when the classrooms are not in use.** ~~when not otherwise in use.~~
- b. During formal meet and confer sessions held at University facilities, the University shall provide reasonable access to any on-site **printing, whenever possible.** ~~copy machine.~~
- c. The Union and its members shall not conduct internal union business on work time such as membership solicitation, grievance solicitation, campaigning for union office, hand billing or other distribution of literature. All other union activities, except direct contact with and/or response to the University, or as specifically set forth in this **Agreement MOU**, shall take place during non-work time and without the use of University resources, such as telephones, copy machines, e-mail, ~~fax,~~ etc.
- d. Local union officers may use existing University telephones to conduct business with the University pertaining to the administration of this **Agreement MOU** and/or to communicate with **Unit 18 faculty NSF** to attempt to resolve and/or process grievances under this **Agreement MOU**. This does not include the conduct of any research or investigation regarding filed grievances. No calls shall be made that result in costs to the University; for example, calls involving tolls, long distance, ~~ATSS,~~ ~~Fax,~~ etc. The frequency and duration of permitted phone calls shall not interfere with or disrupt completion of work assignments or impair the efficiency of University operations. In the event phone use interferes with or is disruptive to the accomplishment of assigned work or to University operations, the University may terminate access to the University's telephone facilities as provided herein.
- e. The Union shall not list work telephone numbers in any union publication.
- f. The University policy concerning the use of electronic communications shall apply to **Unit 18 faculty NSF** in the same manner as it applies to Senate Faculty and staff.

2. U.S. Mail Delivery

The University will distribute in the normal manner United States mail that it has received, on which postage has been paid, and which bears the name and correct specific campus address of **Unit 18 faculty** ~~NSF~~.

3. **Use of Mailboxes**

In locations where **Unit 18 faculty** ~~NSF~~ mailboxes exist, the Union may reasonably use such boxes in accordance with existing campus procedures in effect at the time of the use **provided campus procedures do not conflict with this Agreement**. Where such mailboxes are in restricted work areas, the Union may make arrangements with the responsible campus official in the restricted work area to have the Union mail placed in the employee mailboxes by the normal method. Where mailboxes do not exist for employees, the University will distribute union mail to employees by the normal method.

E. REGENTS MATERIAL

The University shall post at the University website the agendas for the meetings of the Board of Regents.

F. INFORMATION REQUESTS

1. When the University makes updates and/or changes to the Academic Personnel Manual, and/or changes to local campus manuals or regulations related to **Unit 18 faculty** ~~NSF~~, it posts those changes on the University's web site. The University will provide notice to the Union of the proposed and final changes to the APM and the web address where the changes can be viewed.
2. The University shall fulfill the Union requests for information and reports relating to employment conditions of **Unit 18 faculty** ~~NSF~~ to the extent required by law. The Union will bear all appropriate costs associated with additional copies or other information requests.

G. NEW EMPLOYEE ORIENTATIONS

1. **General Provisions**

- a. For the purposes of this section, "newly-hired" means Unit 18 faculty appointed for the first time on any campus in a Unit 18 title.
 - b. "Onboarding" is defined as the completion of payroll information (e.g. W-4 and I-9 forms.)
 - a. The University shall schedule an in-person campus-wide mandatory orientation in the Fall for all newly-hired Unit 18 Faculty, starting in Fall 2022. The UC-AFT shall have thirty (30) minutes on the agenda to provide union orientation and UC-AFT is responsible for distribution and collection of sign-in sheets. *The Fall orientation will be held in-person on main campus.*
 - b. University representative(s) shall not be present during the UC-AFT Orientation. Management will not discourage union membership or attendance at the UC-AFT Orientation.
 - c. *No other new employee orientation activities for Unit 18 faculty members shall be scheduled at the same time as the union's presentation.*
 - d. For winter, spring and summer terms, starting in AY 2022-23, the University will mandate attendance at a thirty (30) minute UC-AFT Orientation; however, UC-AFT shall be responsible for coordinating and providing these orientations. Because the orientations are mandated by the University, a designated campus office will assist the union in locating a suitable room, upon written request received at least forty-five (45) days prior to the scheduled orientation.
2. Notification
- a. Unit 18 faculty shall be informed in their appointment letters that there will be a mandatory orientation *during their first term.* ~~at the beginning of fall term,~~
 - b.
 - c. All newly-hired Unit 18 faculty at each campus and the UC-

AFT local representative will receive information about the date, time, and place no later than fourteen (14) calendar days in advance of the orientation. For late hires, who are hired less than fourteen (14) calendar prior to the scheduled orientation, the University will notify them of the orientation upon hire.

3. **Mandatory Attendance**

While attendance at the in-person union orientation is mandatory, attendance does not constitute assigned work for newly-hired Unit 18 Faculty or union members giving presentations; no additional compensation shall be provided to Unit 18 faculty for attendance.

4. **AB 119 Compliance**

This Section constitutes the parties' full agreement regarding adherence to the mandate in Assembly Bill 119.

H. RIGHTS

The Union shall retain any union rights expressly guaranteed by HEERA except as specifically limited by this **Agreement** ~~MOU~~.

1. The Union may pursue, through the grievance procedure allegations that the University has violated a union right afforded by this contract.
2. The Union may pursue, through the PERB process, allegations that the University has violated a union right afforded under HEERA which is not specifically addressed in this **Agreement** ~~MOU~~.
3. Any allegation by the Union that one of its rights has been violated shall be addressed through one but not both of the above dispute resolution processes/procedures.