

## **ARTICLE 25 UNION RIGHTS**

### **A. MEETINGS**

1. The UC-AFT 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 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 UC-AFT representatives' course meetings or other duties. If such conflict should occur, representatives shall be without loss of compensation.
4. When issues of concern to NSF arise which are not appropriate for labor-management discussions, any written comments which the UC-AFT wishes to submit will be forwarded by the University to the relevant University official or committee. Labor-management meetings shall not preclude or substitute for appropriate consultation with NSF through normal academic channels.
5. No provision of this MOU assures or prohibits participation by unit members on campus or systemwide committees.

### **B. MEMBERSHIP LISTS**

1. The University shall provide the UC-AFT with an annual list of bargaining unit members electronically, via the FTP site.
2. The employee list on the FTP site shall contain the following information: name, employee identification number, title, title code, monthly salary, campus address, and home address unless the NSF has requested that her/his home address not be released, most recent date of hire, department/organizational unit, percent of appointment, type of appointment, and appointment end date where applicable. Effective February 1, 2003, the FTP site shall include the 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.

### **C. COPY OF UNION DOCUMENTS**

1. Unless otherwise agreed, following negotiations, ratification and approval by the parties, the University shall prepare a draft of the revised MOU as soon as practicable for review by the UC-AFT.
2. The cost of printing copies for distribution to NSF will be borne equally by the Union and the University. The requesting party will pay for additional copies.
3. 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 and in a specified University office. The University's and AFT's web site addresses shall be included in the appointment letter.
4. The parties understand and agree that during the term of this MOU, the information described in the Appendices will be subject to modification to

maintain currency. The parties further understand and agree that the University will provide to the UC-AFT the updated information and will have the MOU updated.

## **D. USE OF FACILITIES**

### **1. Access**

- a. Subject to the campus policies and procedures in effect at the time the use is requested, the UC-AFT shall be able to use bulletin boards, general classrooms, information tables and meeting rooms 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 copy machine.
- c. The UC-AFT 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 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 MOU and/or to communicate with NSF to attempt to resolve and/or process grievances under this 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 UC-AFT shall not list work telephone numbers in any union publication.
- f. The University policy concerning the use of electronic communications shall apply to 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 NSF.

### **3. Use of Mailboxes**

In locations where NSF mailboxes exist, the UC-AFT may reasonably use such boxes in accordance with existing campus procedures in effect at the time of the use. 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 NSF, it posts those changes on the University's web site. The University will provide notice to the UC-AFT of the proposed and final changes to the APM and the web address where the changes can be viewed.
2. The University shall fulfill UC-AFT requests for information and reports relating to employment conditions of NSF to the extent required by law. The UC-AFT will bear all appropriate costs associated with additional copies or other information requests.

**G. The UC-AFT shall retain any union rights expressly guaranteed by HEERA except as specifically limited by this MOU.**

1. The UC-AFT may pursue, through the grievance procedure allegations that the University has violated a union right afforded by this contract.
2. The UC-AFT 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 MOU.
3. Any allegation by the UC-AFT that one of its rights has been violated shall be addressed through one but not both of the above dispute resolution processes/procedures.