

## ARTICLE 5

### UNION RIGHTS

#### Use of Facilities

- 5.1 Upon request of the Union, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for union meetings that may be attended by ELP Instructors 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 ELP 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. ELP Instructor mailboxes, if any, may be utilized by the Union for purposes of union communication to bargaining unit Core and Term ELP Instructors. The campus shall provide email accounts to Core and Term ELP Instructors.

#### Bulletin Boards

- 5.4 The Union shall have the use of an adequate number of designated bulletin boards for the posting of union material. Such bulletin boards shall be visible, accessible to ELP Instructors, and in areas frequented by ELP Instructors.
- 5.5 A copy of union material posted on bulletin boards and union material intended for general distribution to ELP 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 ELP Instructors shall be conducted during non-worktime except as provided for elsewhere in this Agreement. Union business shall not interfere with the English Language Program or operations.

- 5.7 As a courtesy, the appropriate administrator shall be notified of the presence of a Union Representative who is not an ELP Instructor 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 Two (2) Bargaining Unit 13 Representatives shall be designated by the Union to officially represent the Union.

#### ELP Instructor Lists

- 5.9 The campus Human Resources Office shall provide to the person(s) designated by the Union, upon written request, a quarterly list of all ELP Instructors in Bargaining Unit 13. Such lists shall include names, bargaining unit, classification, date of hire, division name or division code and campus mailing address and shall be provided at no cost to the Union. An ELP Instructor's home address shall be released to the Union unless the ELP Instructor has officially informed the CSU that he/she wishes the home address withheld. If any ELP Instructor terminates or is hired more than thirty (30) days prior to the issuance of the next quarterly report, CSUEU may request an updated report. Upon request of CSUEU, these quarterly lists shall be provided in electronic format.
- 5.10 Upon written request of the Union, ELP Instructor lists (with name, classification, hire date and department) and public information shall be provided to the person designated by the Union in a timely manner. The cost of such ELP Instructor lists and public information shall be borne by the Union except as provided elsewhere in the Agreement.

#### Release Time for Union Business

- 5.11 a. The CSU shall provide release time for up to two (2) ELP Instructors employed by the English Language Program for each scheduled meet and confer session. In addition, one (1) additional union representative from Bargaining Units 2, 5, 7 or 9 shall be provided with release time upon request and at no cost to College of Professional and Global Education. Normally, the Union shall provide the Office of the Chancellor with the names of the ELP Instructors 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.
- b. One Bargaining Unit 13 ELP Instructor may be designated by CSUEU to attend Board of Trustees meetings provided CSUEU reimburses the English Language Program for the total compensation paid to the ELP Instructor for the period of absence. Such requests shall be submitted to the Office of the Chancellor at least five working (5) days in advance to permit scheduling of CSUEU speakers

pursuant to rules and regulations of the Trustees, and to arrange the appropriate release time.

- c. Upon request of the Union, the appropriate administrator may authorize an unpaid leave of absence for any ELP Instructor who is a Union Representative for up to one term for union business. Such leave shall not be unreasonably denied and, if granted, shall conform to Article 14, Leaves of Absence Without Pay.
- d. A former ELP Instructor appointed by CSUEU to represent CSUEU under provision 5.11 is not entitled to compensation from the University.

5.12 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. Such costs shall be borne by the Union. When the meeting request is submitted and the Union inquires, the CSU shall inform the Union whether or not costs shall be charged.

#### Union Leave

5.13 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 ELP Instructor's appointment. Such a leave shall not constitute a break in the ELP Instructor's continuous service.
- b. The ELP Instructor shall be paid by CSU for the period of the leave and the CSU shall be reimbursed by the Union for total compensation paid the ELP Instructor on account of such leave.
- c. Such a union leave in accordance with this Article shall also be provided to a Bargaining Unit ELP Instructor upon becoming a Statewide CSUEU Officer, to a maximum of three Statewide Officers for CSUEU systemwide in Units 2, 5, 7, 9, and 13.

5.14 An ELP 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

- 5.15 The Human Resources Office on the campus shall make available to new ELP Instructors' Union membership material provided by the CSUEU.

### Union Security

- 5.16 The CSU/SCO agrees to deduct from ELP Instructors' pay warrants and transmit to CSUEU all authorized deductions from all CSUEU members within Bargaining Unit 13 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.
- 5.17 The written authorization for CSUEU deduction shall remain in full force and effect during the life of this Agreement provided, however, that any ELP Instructor may withdraw from CSUEU by sending a withdrawal letter to CSUEU within thirty (30) calendar days prior to the expiration of this Agreement.
- 5.18 Upon movement of an ELP Instructor out of the bargaining unit, the ELP Instructor may elect to withdraw from CSUEU. Such withdrawal shall not be permitted if the ELP Instructor moves to another bargaining unit in which CSUEU is the exclusive representative and in which the Agreement contains a provision such as 5.17 above.
- 5.19 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.
- 5.20 ELP Instructors shall be free to join or not to join the Union.
- 5.21 CSUEU agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deduction for CSUEU dues and deductions.