

*This is part of a package proposal. UAW reserves the right to withdraw this package proposal at any time, at its sole discretion and without penalty. If this package proposal is not accepted as written in its entirety and without modification as described below, this proposal will be declared to be void and non-existent and the Union will return to bargaining from its language proposed prior to this package proposal.*

## Article XX – 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 Academic Researcher and correct specific address will be distributed to the Academic Researcher in the normal manner.
3. **Use of Mailboxes** – In locations where Academic Researchers have mailboxes, the UAW may reasonably use such boxes in accordance with campus procedures in effect at the time of the use.
4. **E-mail Use** – UAW designated Academic Researcher representatives may use their University e-mail account in accordance with applicable University policy regarding electronic mail/electronic communications.

### B. ACADEMIC RESEARCHER INFORMATION - File Transfer Protocol

The University uses the File Transfer Protocol (FTP) system to provide the UAW with Academic Researcher information that the University has within its system.

1. Within ~~thirty (30)~~ ninety (90) calendar days following ratification of the Agreement, and on the first Tuesday of each month thereafter, the University shall provide the UAW the following Academic Researcher full file information in a computer readable form via File Transfer Protocol (FTP). This information shall include: campus, employee name, home department, employee identification number, classification, title code, title name, percentage appointment, action type, annualized salary, start date of appointment, end date of appointment, most recent date of hire, anniversary date, funding source including grant numbers

and types, any additional non-unit positions each person holds, and work e-mail address.

2. The University will additionally provide the union with weekly “change” information on the Tuesdays in which the full file information is not sent
3. The FTP file(s) will contain the home address, home phone number, personal cell phone number, and personal email addresses. ~~for Academic Researchers who have agreed to the release of such information, provided the University has such information available in the system.~~ Additionally, the FTP file(s) will contain the academic/hiring unit, work location(s), work phone number, and work mailing address available in the system.
4. Diversity Information
  - a. After receiving a request from the UAW, the Office of the President shall supply, on no more than an annual basis, the UAW with the following aggregate information for Academic Researchers: gender and race/ethnicity. The University will send this aggregate information to the UAW within thirty (30) days after UCOP received the union’s request.
  - b. Neither party waives any right it may have to seek or withhold information regarding race/ethnicity and gender by department when necessary for representation purposes.

### **C. PUBLICATION OF THE AGREEMENT**

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

### **D. RELEASE TIME FOR UNION BUSINESS – Academic Researcher Representatives**

1. The UAW may designate up to one (1) member of the bargaining unit for each ~~500~~ 250 Academic Researchers, or major portion thereof, at each campus to serve as UAW Academic Researcher representatives ~~provided not more than one (1) representative shall be named from any one laboratory, work group or department.~~ In the event a campus has fewer than ~~500~~ 250 Academic Researchers, the union shall be entitled to name one Academic Researcher Representative at that location. The function of the UAW Academic Researcher representative shall be to inform Academic Researchers of their rights under this Agreement, to ascertain that the terms

and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.

- a. The University shall not unreasonably deny these Academic Researchers release time to perform responsibilities described in §D.1 provided reasonable notice has been given.
- b. Grievance-related release time may include:
  1. the initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;
  2. one-on-one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of the Grievance Procedure;
    - a. meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance(s) are presented/signed or with whom time limit agreements are achieved
    - b. Informal Review meetings held pursuant to the Grievance Procedure;

2. The Academic Researcher representative shall request such release time from their supervisor before using work time for representational activities. The Academic Researcher representative's use of release time shall not interfere with research needs or other operational requirements.

3. In the event the University believes abuse of these provisions may exist, or that the use of such time is interfering with research needs or other organizational requirements, the University will notify the UAW, and the parties will attempt to resolve the matter. The supervisor may deny unreasonable use of release time until the University and the UAW resolve the matter.

## **E. RELEASE TIME FOR BARGAINING**

1. The University will release 10 (ten) ~~six (6)~~ designated team members from their work assignments without loss of pay to attend scheduled bargaining sessions. The UAW shall not name more than one (1) representative from each location.

2. For successor negotiations up to ten (10) UAW representatives (no more than one (1) from each location) shall receive five (5) days of paid release time in order to provide the University with a comprehensive set of initial proposals for the beginning of bargaining. UAW shall notify the University two (2) weeks prior to the dates requested for meetings pursuant to this Section and shall designate the UAW representatives for purposes of the Section.

2. 3. Release time shall be provided only for bargaining sessions, and only for the days which the team member would have been scheduled to work had the Academic Researcher not been released from their work assignments to attend scheduled bargaining sessions.

- a. Scheduled bargaining sessions are defined as the pre-scheduled face-to-face meetings, and related caucuses during meeting days, for the purpose of negotiating terms and conditions of an Agreement.
  - b. If no meeting actually takes place during the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or if the University agrees that a full-day union bargaining team caucus is necessary to the bargaining process, the University may designate a day without a face-to-face meeting as a "bargaining session".
3. The UAW shall provide the University with written confirmation of the designated bargaining team members no later than ~~twenty-one (21)~~ ~~forty-five (45)~~ calendar days prior to the first scheduled bargaining session. The University is not required to provide release time, either paid or unpaid, if the UAW fails to provide timely notice.
    - a. In the event the UAW permanently replaces any designated member, the UAW shall provide the Office of Labor Relations with written notification of the name of the permanent replacement ~~three (3)~~ ~~four (4)~~ workweeks prior to the first scheduled bargaining session that the replacement Academic Researcher will attend.
    - b. Alternates or substitutes for any of the designated team members may be permitted when the UAW has provided the University with the name and work location of the replacement at least ~~two (2) weeks~~ one (1) week in advance

of the date of the change, unless the parties agree to a shorter notice period.

4. An Academic Researcher designated as a bargaining team member shall provide the supervisor with written notice of their intent to attend scheduled bargaining sessions as soon as practicable following the scheduling of bargaining sessions. A bargaining team representative may be denied release time for bargaining, either in paid or unpaid status, for operational reasons.

#### **F. NEW EMPLOYEE ORIENTATIONS**

1. When a campus conducts a campus-wide new employee orientation, the UAW shall have thirty (30) minutes during the orientation, ~~at a time designated by the University,~~ to conduct a private union orientation. The union's presentation shall not be required to go last in the agenda.
2. The local Labor Relations Office will provide the UAW with the dates and times and location of campus-wide new employee orientation(s), along with the contact information for the person in charge of scheduling the Orientation at least thirty (30) calendar days prior to the scheduled Orientation(s) and shall provide at least fifteen (15) calendar days prior the name and department of all Academic Researchers anticipated to attend. If an Academic Researcher is hired less than fifteen (15) calendar days prior to an orientation, the local Labor Relations Office will provide the UAW notice concurrent with that provided to the new employee.
3. The University shall provide copies of the sign-in sheet from the new employee orientations to the UAW no later than seven (7) days following the orientation.
4. The University shall not discourage attendance for the union presentation.
5. ~~Nothing in this section precludes the University from offering an online orientation to Academic Researchers.~~

#### **G. ON-BOARDING PROCESS**

1. The on-boarding process is defined as the process which commences on the date a new Academic Researcher reports to work and signs the employment paperwork and receives an employee identification number.
2. For any new Academic Researcher, the University shall notify the Union fifteen (15) days in advance of the date the on-boarding session shall take place, which is generally the first day of employment. The University shall provide the Union (designated local union representative at each campus) with the date, time and location for the Union's access to the new employee.
3. Following the on-boarding the University shall arrange a space for the Union to meet with the new bargaining unit member for a maximum of thirty (30) minutes. The new bargaining unit member shall be on paid work time for a maximum of thirty (30) minutes for the time they are meeting with the union.

#### **H. INDIVIDUALIZED UNION ORIENTATIONS**

For employees hired into the bargaining unit who do not attend either a New Employee Orientation or an on-boarding session described in F and G above within thirty (30) days of the employee's start date, the University will provide the Union access to the employee during the employee's regular work hours to present information about the Union. This access will be provided at the employee's regular worksite, or at a location mutually agreed to by the University and the Union and will be for no less than thirty (30) minutes.