

**ARTICLE \_\_\_\_**  
**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 and medical center location.
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 location 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 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, 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 address for academic researchers, ***unless the Academic Researcher has prohibited the University from releasing information.*** Additionally, the FTP file(s) will contain the academic/hiring unit,

**work location**, work phone number, and work mailing address available in the payroll system.

**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 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 department. In the event a campus has fewer than 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) 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;
    - 3) 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;
    - 4) Informal Review meetings held pursuant to the Grievance Procedure.
2. The academic researcher representative shall request such release time from supervision before using work time for representational activities. The 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 one (1) designated team member per campus/health system from their work assignments without loss of pay to attend scheduled bargaining sessions. The UAW shall not name more than one (1) representative per campus/health system.
2. 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 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 thirty (30) 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 twenty-one (21) calendar days 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 fourteen (14) calendar days 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 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. ACCESS FOR UNION ORIENTATION OF NEW EMPLOYEES**

1. The University shall provide the Union access to **new Academic Researchers for the purpose of new employee union orientation using one of the following methods:**
  - a. **Location-Wide Group Onboarding – provided there are adequate facilities for union orientation available at the onboarding location; or**
  - b. Location-Wide New Employee Orientation; or
  - c. **Individual Union Orientation – the union shall be responsible for contacting the new Academic Researcher to schedule an individual union orientation when one or more of the following conditions apply:**
    - 1) **a location does not provide the UAW access to its new Academic Researchers through group onboarding and a location does not hold location-wide New Employee Orientation; or**
    - 2) **new Academic Researchers did not attend the location-wide new employee orientation.**

**The union shall contact the new Academic Researcher to schedule an individual union orientation within thirty (30) days of the appointment begin date.**
2. Attendance at the new employee access session is on paid time.
3. **For Location-Wide Group Onboarding or Location-Wide New Employee Orientation:**
  - a. At least ten (10) calendar days prior to the scheduled session(s), the local Labor Relations Office shall provide the UAW with:

- i. the date(s), time(s), and location(s) of the session(s), and
    - ii. the contact information for the person in charge of scheduling the session(s),
  - b. The Union shall have thirty (30) minutes during the session, at a time designated by the University, to conduct a union orientation outside the presence of management.
4. The University shall not discourage attendance for the union presentation. **The University shall refer Academic Researchers inquiries about Union membership to the Union.**
5. Nothing in this section precludes the University from offering an online orientation to Academic Researchers. **If the University offers online orientation, the Union shall still provide in-person union orientation at onboarding or at individual, in-person sessions as described above.**