

**ARTICLE 1**  
**ACCESS/UNION RIGHTS**

**A. GENERAL PROVISIONS**

1. The parties acknowledge that it is in the union's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting union meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing CUE employees of union activities. In the interest of facilitating these purposes, and in accordance with local campus/Laboratory/hospital procedures, the parties agree to this Article.
2. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/Laboratory/hospital.

**B. ACCESS BY THE UNION/UNION REPRESENTATIVES - GENERAL PROVISIONS**

1. Designated union representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit members matters pertaining to this Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the union representative shall give notice upon arrival in accordance with local campus/Laboratory/hospital procedures.
2. CUE will furnish the University with a written list of all CUE representatives, CUE designated employee representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by CUE and any changes, additions or deletions to the list shall be made in writing to the University. [CCL]
3. Such internal union business as membership recruitment, campaigning for union office, handbilling or other distribution of literature, and all other union activities shall take place during non-work time. Employee rest and meal periods are non-work time for the purposes of this Article.

**C. EMPLOYEE REPRESENTATIVES**

1. The University shall recognize CUE designated employee representatives who are members of the bargaining unit. The function of the CUE designated employee representative shall be to inform employees 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.
2. For the purposes of receiving paid release time as provided in this section, CUE may designate four University employees, as CUE designated employee representatives at each campus/Laboratory/hospital. Additionally, in the event the campus/hospital/laboratory has more than 200 employees, CUE may

designate one additional CUE-designated employee representative for each additional 100 bargaining unit members thereafter, up to a maximum of thirty (30) CUE-designated employee representatives. CUE shall not designate more than one CUE designated employee representative per department unless the department has more than 200 employees in which case there can be up to 1 per 100 CX employees. The department CUE reps may not be from the same smaller unit (4 or less CX employees) of such a large department. [CCL]

- a. The total cumulative use of paid release time for the CUE designated employee representative shall be limited to 10 hours in any one month. University convened meetings pursuant to Article 7 – Grievance Procedure, shall not be deducted from this block of time. [CCL]
- b. Such paid release time shall be for grievance-related activities such as:
  - 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 Article 7, – Grievance Procedure;
  - 3) Meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance are presented/signed or with whom time limit agreements are achieved;
  - 4) Informal Review meetings held pursuant to §E. of Article 7, – Grievance Procedure.
- c. Any request for release time shall be made to the CUE designated employee representative's supervisor prior to the activity for which release time is requested. Such approval shall be granted solely on the basis of operational needs and shall not be denied unreasonably.
- d. At its sole discretion, the University may authorize use of release time in excess of the 10 hours per month limitation. The exercise of this discretion and/or the enforcement by the University of the 10-hour maximum shall under no circumstances establish a precedent for the CUE designated employee representative or department involved nor shall the allowance of greater than 10 hours in a month for a CUE designated employee representative have any effect or bearing on the ability of the University to enforce the 10-hour maximum on any other CUE designated employee representative.
- e. Should a question of possible abuse of these release time provisions arise, the University will so notify CUE, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

**D. MEETING ROOMS AND BULLETIN BOARDS**

1. CUE shall be granted use of general purpose meeting rooms. Such use shall be arranged in advance with the designated campus/Laboratory/hospital office and will not be unreasonably denied. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for purposes such as teaching, or patient care-related purposes or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative space.
2. CUE shall have access to general-purpose bulletin boards and shall have the use of those bulletin boards. Any materials posted must be dated and initialed by the union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate University representative at the location at the time of posting. At those locations where the University is responsible for posting material on bulletin boards, the University will post copies of the CUE-provided material within one business day.

**E. MAIL DELIVERY**

1. United States mail which is received by the University bearing an employee name and accurate address will be placed in the employee mailboxes in the normal manner. In departments where employee mailboxes exist, the union shall have reasonable use of them. In departments where individual mailboxes are in a restricted work area, CUE may make arrangements with the responsible University official in the restricted work area to have the CUE mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute CUE mail to employees by the normal method.

**F. ACCESS TO EMPLOYEE HOME ADDRESS AND TELEPHONE NUMBERS**

1. On a monthly basis, the University shall provide CUE with an electronic list via File Transfer Protocol (FTP) of all employees in the bargaining unit. The list will include the following: name, title, title code, date of hire, annual salary rate, percentage appointment, appointment type, campus mailing address and hiring unit. In addition, the list will include the home address and telephone number of bargaining unit members unless the employee has specifically requested that the home information not be released. The University will provide CUE a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit.
2. The Union will inform bargaining unit employees of their right to designate their home address and telephone number as confidential. Such notice will be provided when the union provides its "Hudson" notice to employees.
3. The University will delete from bargaining-unit employees' employment forms the option of withholding home addresses and phone numbers from the Union.

4. Upon written request by CUE, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which CUE can correspond with said individuals. The mailing service shall keep confidential the home address of the employees who have requested that the home information not be released. CUE will bear all costs associated with this service.
5. Employee work and home addresses and telephone numbers shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the confidentiality of all information provided to it under this Article.
6. The Union agrees to defend, indemnify and hold harmless the University of California (including its subdivisions and employees) from any claim, suit or liability of any nature arising from (a) a challenge to this Section F; or (b) any action of the Union taken pursuant to, or in violation of, this Section F. The Regents will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.
7. LBNL
  - a. The Laboratory shall continue to provide its monthly list and change list on a weekly basis.

#### **G. PRINTING AND DISTRIBUTION OF AGREEMENT**

1. A copy of this Agreement shall be given by the University to each employee in the Bargaining Unit. The University and CUE shall split the cost of printing contracts for unit members. In addition, the parties shall each pay for the number of copies they need for administrative and other purposes.
2. The University shall provide CUE a copy of the tentative agreement language on diskette within 14 calendar days of reaching tentative agreement. A camera-ready copy will be provided to CUE within 30 calendar days from the parties' agreement of the final text. Within 20 calendar days of CUE's receipt of the camera-ready copy, CUE shall confirm the final copy or meet with the University to review corrections. The University shall then deliver the agreed upon camera-ready copy to the UC Printing Services. Within 20 calendar days of receipt of the "blue line" from UC Printing Services, the University shall notify CUE to meet and review the "blue line." At that time, CUE shall pay the University one-half of the estimated cost of the agreement for the unit members. Upon receipt of full payment from CUE, the contracts described in G.1. above shall be provided to CUE within 90 calendar days.

#### **H. TELEPHONE**

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Article 7, – Grievance Procedure. Employees are responsible for paying any costs associated with such telephone usage in accordance with the departmental procedures in effect at the time. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the

employee's completion of work assignments, nor impair the efficiency of University operations. The University may audit employee representatives' use of the telephone system to the same extent as it may audit other employee's use of such equipment.

**I. E-MAIL USE**

CUE designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 7 - Grievance Procedure. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

**J. NEW EMPLOYEE ORIENTATIONS**

1. The University shall notify CUE in advance of scheduled new employee orientations, if any, upon request of the local CUE representative.
2. At the University's new employee orientation, if any, packets of information supplied by CUE shall be made available.
3. CUE shall be permitted to meet with the new Clerical employees according to campus/hospital/laboratory timetables and practices immediately after new employee orientation sessions, if any, for the purpose of sharing information with new clerical employees.
4. Information about the time and location of the CUE meeting shall be announced at the new employee orientation meeting, if any. Employees may attend CUE's meeting on non-work time, such as lunch or break times.
5. The University and CUE agree to meet and discuss over arrangements to accomplish the goals of this section.

**K. LEAVE OF ABSENCE FOR UNION BUSINESS**

1. General Conditions
  - a. Long Term Leave of Absence Without Pay
    - 1) Upon at least thirty (30) calendar days advance written request from CUE and the employee, the University shall grant one (1) CUE-represented employee per hospital/campus/Laboratory an extended leave of absence without pay to engage in union business. The union/employee shall specify the duration of the extended leave of absence at the time the employee requests the leave. No such leave shall be granted unless the written request specifies the duration of the leave.
    - 2) Long-term leaves of absence shall be for a period of not less than one (1) year. In no situations shall the University grant a long-term leave of absence for a period of more than three (3) years.

- 3) During the leave of absence, the employee shall be in a "without pay and without benefits" status. Furthermore, during the employee's leave of absence the University shall in no way be obligated to provide pay or benefits for the employee. The employee may purchase benefits in accordance with plan regulations.
- 4) The University, due to operational requirements, may postpone the date a leave of absence without pay is scheduled to begin.

b. Short Term Leave

- 1) Subject to operational considerations, upon at least thirty (30) calendar days written request from CUE and the employee, the University will grant a short-term or part time leaves of absence without pay for union business to one (1) employee or one FTE equivalent per hospital/campus/Laboratory (one rep per campus/hospital/location) per calendar year. Such leaves may not exceed twelve (12) consecutive months. Requests for short-term leave shall not be unreasonably denied.
- 2) During the leave of absence, the employee shall be in a "without pay and without benefits" status. Furthermore, during the employee's leave of absence the University shall in no way be obligated to provide pay or benefits for the employee. The employee may purchase benefits in accordance with plan regulations.

2. Return From Leave

- a. The University shall not be required to return an employee on a leave of absence for union business prior to the return date specified at the start of the leave.
- b. At least forty-five (45) calendar days prior to the completion of the long-term leave of absence, CUE shall notify the University of the employee's intent to return to the University's employ and the employee shall likewise so advise the University.
- c. Upon return, the employee shall be placed in the same position from which s/he took the leave of absence and at the rate of pay which would place the employee at the same relative position in the range for the position as that range exists when the employee returns. Placement of the employee in her/his previous position shall be consistent with staffing reductions and/or layoffs, which may have occurred during the period of the leave of absence without pay.

3. Attendance At Local Meetings

- a. Upon fourteen calendar days' advance written notice to her/his supervisor, local union officers and local employee representatives included on the list provided to the University by CUE, as set forth in Section B.2. of Article 1, Access, shall be granted time off without pay or, at the employee's option, such time would be charged to accrued compensatory time off or accrued vacation time, to attend local union meetings. Approval for such leave shall not be granted for a period to exceed four (4) hours and such approval shall not be granted to any individual employee more than once per month. The granting of such approval to local employee representatives and officers shall be subject to the operational needs of the University and may be granted to one (1) or more but not necessarily all such employees on the same shift in the same operational area. Such approval shall not be unreasonably denied.

#### **L. RELEASED TIME FOR BARGAINING**

1. The University shall provide release time in a without-loss-of-straight-time-pay status for not more than one (1) active status University Clerical Unit employee per campus (including LBNL), for a total of eleven (11) bargaining team members from the Clerical Unit CUE is expected to designate in writing permanent and alternate team members who are members of the bargaining unit and in active employment status at least 30 calendar days prior to the first bargaining session. Nothing in this section shall preclude CUE's appointment of a permanent bargaining team member during the course of negotiations from a location where a permanent team member had not been selected previously. Substitution of alternate members for permanent members is permitted only upon CUE's provision, in writing, of the name and work location of the employee team member alternate seven (7) calendar days in advance of the scheduled bargaining session unless the parties agree otherwise.
2. The University will provide released time for designated team members no more than one per location, in a without-loss-of-straight-time-pay status to attend scheduling bargaining sessions for negotiations.
3. Such released time in without-loss-of-straight-time-pay status shall be provided only for scheduled negotiation sessions and only for days on which the team member would have been scheduled to work. Such hours shall not exceed the bargaining team member's actual scheduled work hours for any one day of a scheduled bargaining session, not to exceed 40 hours per week. Such released time shall not count in the calculation of overtime or other ancillary pay/premiums.
4. Bargaining sessions are defined as scheduled face-to-face meetings and related caucuses during meeting days for the purpose of negotiating wages, hours, and other terms and conditions of employment. The travel time included in the released time without loss of straight-time pay status is the reasonable amount of time for direct travel to and from the bargaining team member's place of employment.

5. It is expected that employee bargaining team members shall provide their supervisors with written notice of all bargaining sessions as soon as practicable following the scheduling of bargaining sessions. A bargaining team member may be denied released time for bargaining, if written notice is not provided at least 14 calendar days prior to the scheduled bargaining, unless the parties agree otherwise. In the event a bargaining session is scheduled with less than 14 calendar days advance notice, the University will ensure released time for primary and/or alternate members of CUE's bargaining team is granted.