

ARTICLE 1 ACCESS

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 bargaining unit employees of activities. In the interest of facilitating these purposes, and in accordance with local campus/Laboratory procedures, the parties agree to this Article.
2. AFSCME will abide by the reasonable access rules and regulations promulgated at each campus/Laboratory.

B. 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 procedures. As currently provided, the Union shall be permitted to use a table in or near the main cafeteria at each facility, or in or near the lunchroom where no cafeteria exists.

C. Internal Union business such as membership recruitment, campaigning for Union office, hand-billing or other distribution of literature, and all other Union activities shall take place during non-work time. Bargaining Unit employee rest and meal periods are non-work time for the purposes of this Article.

D. The Union will furnish the University with a written list of all designated Union representatives. The list will be updated periodically as changes to the original list occur.

E. Where operational requirements or other restrictions do not permit unlimited access, the University reserves the right to designate the place of the meeting and/or to require a University representative to accompany the Union representative.

F. AFSCME officers and representatives and bargaining unit employees, including local Union officers and representatives, shall not conduct any Union activity or Union business on University premises or while in pay status with the University unless such activity is specifically authorized by the provisions of this Agreement and is conducted in accordance and conformance with campus procedures.

G. The University retains the right to enforce access rules and regulations in accordance with local campus procedures. The types of sanctions which may

be imposed upon the Union as a result of a University determination that an access rule or regulation has been violated include, but are not limited to:

1. Expulsion of and denial of access to the particular non-employee officer(s) or representative(s) of AFSCME who violate the rule(s) or regulation(s) for a specified period of time or permanently; and
2. Denial of access to and discipline of University employee AFSCME representative(s) who violate the rule(s) or regulation(s)

H. BULLETIN BOARDS

1. AFSCME shall have access to general purpose bulletin boards and shall have the use of those bulletin boards subject to campus custom, usage and practice for the display of appropriate materials related to union representation. The Union may also use bulletin boards designated by the University to post materials related to Union business.
2. Any materials posted on bulletin boards 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.
3. Bulletin board space available to AFSCME shall be maintained by the president of the local Union. Unless mutually agreed otherwise, no materials shall remain posted for a period of more than thirty (30) calendar days.
4. In the event the parties meet and mutually agree as to the location and size of additional bulletin boards, any and all costs associated with the purchase and placement of such boards shall be evenly split by the Union and the University.
5. Wall racks and literature display equipment, if any, shall be subject to the same provisions of this Article regarding bulletin boards.

I. PATIENT CARE AREAS

- a. AFSCME representatives shall have access to patient care areas only as necessary for travel to and from business in those places set forth in Appendix D. AFSCME representatives shall not contact bargaining unit members in, linger in, or use patient care areas for the purpose of conducting AFSCME business. When the designated campus/Laboratory official and the AFSCME representative mutually agree that a visit to a patient care area is necessary in attempting to adjust grievances, access to patient care areas will be granted.
- b. "Patient Care Area" includes:
 - i. Chart rooms and rooms that function as or are in the nature of chart rooms;

- ii. Nursing stations;
 - iii. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria; Libraries or study areas located within patient care areas;
 - iv. Patient floor and operating room area corridors; and
 - v. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.
- b. Union representatives shall be given a campus/laboratory orientation which shall review access areas, general safety and health requirements, and procedures for the scheduling and use of certain rooms. Attendance at the orientation shall be a prerequisite to access. The university and the union may mutually agree to waive the prerequisite in the appropriate circumstances.

J. MAIL SERVICE

- a. In Individually addressed mail on which U.S. postage has been paid which is received by the University bearing an employee name and accurate address will be distributed to the employee in the normal manner and in accordance with University procedures and policies with regard to the U.S. mail.
- b. locations where individual employee mailboxes exist, the Union may use such boxes provided:
- i. The boxes are in non-work areas;
 - ii. Access is otherwise consistent with the access provisions of this Agreement; and
 - iii. The use complies with applicable campus rules and regulations.
- c. Such mailings must be of a reasonable size and volume and prepared by the Union in accordance with prescribed University mail policy. With regard to AFSCME placing materials in the mailboxes of individual employees, the contents of such mailings shall relate to the matters listed below:
- i. Union recreational and/or social affairs;
 - ii. Union appointments;
 - iii. Union elections;
 - iv. Results of Union elections;
 - v. Union meetings;
 - vi. Rulings or policies of the International Union; and
 - vii. Reports of Union standing committees.

- d. Union use of the University mail systems involved shall in no way obligate the University to pay for or to provide the cost of postage or any other delivery charge. It shall be the responsibility of the local Union president to ensure the Union complies with all governmental and University rules and regulations related to mail.
- e. The Union agrees to indemnify, defend and hold the University harmless against any claims made of any nature and against any suit instituted against the University arising from the bulletin board and/or mail delivery privileges provided in this Article.

K. INFORMATIONAL MATERIAL

A packet of Union informational material shall be provided to each new employee represented by AFSCME. The material contained in such packet shall be determined by mutual agreement achieved through the local labor-management meeting. The University shall be responsible for the distribution of the packet.

L. TELEPHONE USE

- a. On a call-by-call basis, with express permission from the immediate supervisor, local Union officers may use existing University telephones for the sole purpose of conducting Union business which is specifically authorized by section F of Article 9 - Grievance Procedure of this Agreement. No calls of any type shall be made which result in a charge other than the local rate for the call. Conference calls or calls involving tolls, long distance charges or utilizing such systems as ATSS or TMS shall not be made. 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 keep a record and log of Union use of the telephone system.
- b. Employees' work telephone numbers shall not be listed on any Union literature or in any Union publication. In the event phone use by an employee is disruptive to the accomplishment of the employee's assigned work or to University operations, the employee's ability to use the University's telephone facilities shall be terminated.

M. USE OF UNIVERSITY FACILITIES

Subject to the time, place and manner rules in effect at the time of a Union request for use of facilities, University facilities may be used for Union meetings subject to the operating needs of the University. Requests for use of such University facilities shall be made in advance to the appropriate University representative. In the event the facilities requested by the Union have already been scheduled for other activities at the time the University receives the Union request, the University shall not be required to change the existing scheduled use of the facility to accommodate the Union. As required by the University, the Union shall reimburse the University for expenses such

as room rental, security, maintenance and facility management costs or utility costs incurred as a result of the Union's use of University facilities. Such costs will at a maximum be consistent with the amount normally charged to other non-University groups for provision of such services.

N. PREPARATION, PRINTING AND DISTRIBUTION OF THE AGREEMENT

- a. In consultation with the Union, the University shall prepare the official version of this Agreement. The Union may review the camera ready copy of the Agreement prior to printing. The University shall print and retain the official version of the Agreement.
- b. The University, at its sole non-grievable discretion and at the option of each campus/medical center, may elect either, neither or both of the following options:
 - i. To print and distribute copies of this Agreement to employees covered by the Agreement; and
 - ii. To identify central locations where copies of the Agreement are available for review.

O. ACCESS TO EMPLOYEE HOME ADDRESS AND TELEPHONE NUMBERS

- a. On March 1 of each year, the University shall provide AFSCME 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, 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 AFSCME a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit.
- b. The Union will inform bargaining unit employees of their right to designate their home address as confidential. Such notice will be provided when the union provides its "Hudson" notice to employees.
- c. Effective one month following ratification of this Agreement, the University will delete from AFSCME-represented employees' employment forms the option of withholding home addresses and phone numbers from the Union.
- d. Upon written request by AFSCME, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which AFSCME 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. AFSCME will bear all costs associated with this service.

- e. Employee work and home addresses 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.
- f. 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 the validity of this Section P; or (b) any action of the Union taken pursuant to, or in violation of, this Section P. The Regents will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.
- g. In the event legislation is passed regarding access to employee home addresses and telephone numbers, and such legislation is applicable to the University of California, all provisions in Section P of this Article will become null and void.

P. NEW EMPLOYEE ORIENTATIONS

- 1. The University shall notify AFSCME in advance of scheduled campus-wide/hospital-wide/laboratory-wide new employee orientations, if any, upon request of the local AFSCME representative.
- 2. At the University's new employee orientation, if any, packets of information supplied by AFSCME shall be made available.
- 3. During the new hire orientations for new employees, the University will allow a representative of the Union at least 15 minutes during lunch or rest break to discuss the Union and the terms of this Agreement.