

## **ARTICLE 2 ACCESS**

### **A. GENERAL PROVISIONS**

The parties acknowledge that it is in the union's interest that it be granted access to University facilities for union business for the purpose 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 Healthcare Professionals Unit employees of union activities, including collective bargaining.

1. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/hospital/laboratory.

### **B. PATIENT CARE AREAS**

Union representatives shall have access to patient care areas only as necessary for travel to and from union business. UPTe representatives shall not contact employees in, or use patient care areas when conducting union business. When the designated campus/hospital/laboratory official and the union representative mutually agree that a visit to a patient care area is necessary to adjust grievances, and contract related issues, access to patient care areas will be granted. "Patient care area" includes:

1. Chart rooms and rooms that function as or are in the nature of chart rooms;
2. Nursing stations;
3. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solarium;
4. Libraries or study areas located within patient care areas;
5. Patient floor and operating room area corridors; and
6. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

**C. ACCESS BY THE UNION/UNION REPRESENTATIVES — GENERAL PROVISIONS**

1. Designated union UPTE 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 the designated campus/hospital/laboratory representative 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 advance notice upon arrival in accordance with local campus/hospital/laboratory procedures.
2. UPTE will furnish the University with a written list of all UPTE representatives, employee representatives and UPTE officers who are authorized by the union to conduct union business.

This list shall be maintained in a timely manner by UPTE and any changes, additions or deletions to the list must be made in writing to the University.

3. Union business or activities such as membership recruitment, campaigning for union office, hand-billing or other distribution of literature, drafting of information to employees about union business/activities, 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.

**D. EMPLOYEE REPRESENTATIVES**

1. The University shall recognize UPTE designated employee representatives who have been identified in accordance with the terms of this Agreement. The function of the UPTE designated employee representative is 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, each campus/hospital/laboratory may have one UPTE-designated employee as UPTE designated employee representative (for example, one representative from the San Diego campus & hospitals). If a campus/hospital/laboratory has more than one hundred (100) bargaining unit members, UPTE may additionally designate one (1) UPTE-designated employee representative for each one hundred (100) bargaining unit members thereafter, up to a maximum of six (6) UPTE-designated employee representatives per campus/hospital/laboratory. UPTE shall not

designate more than one (1) UPTE designated employee representative per department.

- a. The total cumulative use of paid release time for any UPTE designated employee representative shall be limited to ten (10) hours in any one (1) calendar month, with the exception of one (1) UPTE designated representative who would receive twelve (12) hours per calendar month per location. University convened meetings pursuant to Article 8 - Grievance Procedure, shall not be deducted from this block of time.
- b. The use of the maximum time provided shall be for grievance-related activity 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 8, Grievance;
  - 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 Section E. of Article 8, Grievance;
- c. A request for release time will be made to the UPTE designated employee representative's supervisor prior to the activity. Such approval shall be granted solely based on operational needs and shall not be denied unreasonably.
- d. At its sole discretion, the University may authorize use of release time for more than the time limits provided in this Article. The exercise of this discretion and/or the enforcement by the University of the maximum time shall under no circumstances establish a precedent for the UPTE designated employee representative or department involved. Furthermore, the allowance of greater than the maximum time in a month for an UPTE designated employee representative shall not have any effect or bearing on the University's ability to enforce the maximum on any other UPTE designated employee representative.

- e. Should a question of possible abuse of these release time provisions arise, the University will so notify UPTE, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

#### **E. MEETING ROOMS AND BULLETIN BOARDS**

1. UPTE shall be granted use of designated general purpose meeting rooms. Such use shall be arranged in advance with the designated campus/hospital/laboratory office and will not be unreasonably denied. Room reservations shall not be cancelled 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.
2. UPTE 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 UPTE-provided material within one (1) business day.

#### **F. MAIL DELIVERY**

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, UPTE may make arrangements with the responsible University official in the restricted work area to have the UPTE mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute UPTE mail to employees by the normal method.

#### **G. TELEPHONE USE**

Employee representatives may use University telephones to conduct union business which is specifically authorized by Article 8, 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 telephone calls shall not be such as to interfere with or disrupt the employees' completion of work assignments, nor impair the efficiency of University operations. UC may audit employee's use of telephone system.

## **H. E-MAIL USE**

Any use of e-mail by employee representatives shall conform to and be in accordance with applicable University policy regarding mail/electronic communications.

## **I. EMPLOYEE LISTS**

1. On a monthly basis, the University shall provide UPTE with an electronic list via File Transfer Protocol (FTP) of all employees in the bargaining unit. This list will include the following: name, title, title code, date of hire, annualized pay 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 UPTE 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 as confidential. Such notice will be provided when the union provides its "Hudson" notice to employees.
3. Upon written request by UPTE, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which UPTE 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. UPTE will bear all costs associated with this service.
4. 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.
5. 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 I; 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.

## **J. DISTRIBUTION OF AGREEMENT**

A copy of this Agreement shall be given by the University to each employee in the Bargaining Unit. The University and UPTE 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.

## **K. NEW EMPLOYEE ORIENTATION**

UPTE may be permitted to meet with new bargaining unit employees in accordance with local campus/hospital/laboratory timetables, policies and practices for a reasonable period of time not to exceed thirty (30) minutes immediately after new employee orientation sessions, if any, for the purpose of sharing information with new bargaining unit employees. The University shall notify UPTE in advance of scheduled orientations, if any, upon request of the local UPTE representative.