

## **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 union activities. In the interest of facilitating these purposes, and in accordance with local campus/hospital/LBNL 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/hospital/LBNL.

### **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/hospital/LBNL procedures.
2. UPTE will furnish the University with a written list of all UPTE representatives, UPTE 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 UPTE and any changes, additions or deletions to the list must be made in writing to the University.
3. Such internal union business as membership recruitment, campaigning for union office, hand billing 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.
4. **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, linger in, or use patient care areas when conducting union business. When the designated campus/hospital/LBNL

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:

- a. Chart rooms and rooms that function as or are in the nature of chart rooms;
- b. Nursing stations;
- c. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria;
- d. Libraries or study areas located within patient care areas;
- e. Patient floor and operating room area corridors; and
- f. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

**C. EMPLOYEE REPRESENTATIVES**

1. The University shall recognize UPTE designated employee representatives who are members of the bargaining unit. The function of the UPTE 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, UPTE may designate four (4) unit employees as "UPTE designated employee representatives" at each campus/hospital/LBNL. Additionally, in the event a campus/hospital/LBNL has more than two-hundred (200) employees, UPTE may designate one (1) additional UPTE-designated employee representative for each additional one hundred (100) bargaining unit members thereafter, up to a maximum of seven (7) UPTE designated employee representatives. UPTE shall not designate more than one (1) UPTE designated employee representative per department of 100 employees or less. For each additional one-hundred (100) employees, or fraction thereof, in a department UPTE shall be allowed one (1) additional representative in that department.
  - a. The total cumulative use of paid release time for the UPTE designated employee representative shall be limited to ten (10) hours in any one (1) month. University-convened meetings pursuant to Article 10 - Grievance Procedure, shall not be deducted from this block of time.

- b. The use of the maximum of ten (10) hours shall be for health and safety or grievance-related activities such as:
  - 1) Review and discussion with employees and management regarding health and safety issues;
  - 2) 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;
  - 3) 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 10 - Grievance Procedure;
  - 4) 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;
  - 5) Informal Review meetings held pursuant to Section E. of Article 10 - Grievance Procedure;
- 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 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 for more than ten (10) hours in a month per department. The exercise of this discretion and/or the enforcement by the University of the ten (10) hour maximum shall under no circumstances establish a precedent for the UPTe designated employee representative or department involved nor shall the allowance of greater than ten (10) hours in a month for a UPTe designated employee representative have any effect or bearing on the ability of the University to enforce the ten (10) hour 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.

- f. In the event that release time granted under Section C.2.a. above is not sufficient for the representative's duties and additional time is not granted under Section C.2.d. above, the employee representative may elect to use vacation time in accordance with Article 43 - Vacation, or leave in accordance with Article 17 - Leaves for Union Business.

**D. MEETING ROOMS AND BULLETIN BOARDS**

1. UPTe shall be granted use of general purpose meeting rooms. Such use shall be arranged in accordance with the usual practice for employee organizations and will not be unreasonably denied. Where the usual practice involves providing advance notice to a designated campus/hospital/LBNL, UPTe shall observe such practice. Except for LBNL, 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.
2. UPTe shall have access to general purpose bulletin boards and shall have the use of those bulletin boards subject to campus custom, usage and practice. Any materials posted must be dated and initialed by the union representative responsible for the 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.

**E. 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.

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

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. 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 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 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 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.
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. **Lawrence Berkeley National Laboratory (LBNL)**

The Laboratory shall continue to provide its monthly list and change list on a weekly basis.

G. **PREPARATION, PRINTING AND DISTRIBUTION OF THE AGREEMENT**

In consultation with the Union, the University shall prepare the official version of this Agreement, which will then be posted electronically. The parties shall work out a practicable timeline for the printing and distribution of this Agreement.

1. UPTE shall pay the University one-half (1/2) of the cost associated with printing of the agreement for the unit members. UPTE shall issue payment

to the University within 15 (fifteen) calendar days of being noticed of actual costs.

2. Upon receipt of full payment from UPTE, each location shall make the agreements available for members of the unit, according to locally established procedures, within ninety (90) calendar days.
3. The parties shall each pay for the number of copies they need for administrative and other purposes.

#### **H. TELEPHONE**

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Article 10 - 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 employees' use of such equipment.

#### **I. E-MAIL USE**

UPTE designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 10 - Grievance Procedure. Such use shall also conform to and be in accordance with applicable University/Laboratory policy regarding electronic mail/electronic communications.

#### **J. CAMPUS-WIDE NEW EMPLOYEE ORIENTATION**

1. The University shall notify UPTE in advance of scheduled new employee orientations, if any, upon request of the local UPTE representative.
2. At the University's new employee orientations, if any, packets of information supplied by UPTE, which may include information about the time and location of the UPTE meeting, shall be made available. Employees may attend UPTE's meeting on non-work time, such as lunch or break times.
3. UPTE shall be permitted to meet with the new bargaining unit employees according to campus/hospital/LBNL timetables and practices immediately

after new employee orientation sessions, if any, for the purpose of sharing information with new bargaining unit employees.

4. The University and UPTe agree to meet and discuss on a campus/hospital/LBNL basis over arrangements to accomplish the goals of this section.