

## **ARTICLE 36 UAPD RIGHTS**

### **A. General Provisions**

The parties recognize that it is in UAPD's interest to 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 represented doctors of Union activities. The parties agree to this Article in the interest of facilitating these purposes. The University reserves the right to enforce reasonable access rules and regulations as promulgated at each campus.

### **B. UAPD Representative Access**

1. In accordance with local access rules, designated UAPD staff representatives who are not University employees may visit the student health and counseling center at reasonable times and upon notice to discuss matters pertaining to this Agreement with bargaining unit members or the University.
2. The Union will furnish the University with a written list of all designated UAPD representatives, and UAPD stewards who must be bargaining unit members. The UAPD shall provide updates to the list as changes to the original occur.
3. Such internal UAPD business as membership recruitment, campaigning for UAPD office, distribution of literature, and all other UAPD activities shall not take place during work time.
4. Within forty-five (45) days following ratification of the Agreement, UAPD representatives shall meet with campus representatives and be given a student health and counseling center orientation that 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.

### **C. UAPD Stewards**

1. The University shall recognize designated UAPD stewards who are members of the bargaining unit. The function of the UAPD stewards shall be to inform doctors 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. UAPD stewards also participate in the activities listed in §B.3, above.
2. UAPD may designate one (1) steward from each campus.

3. Union business shall not be conducted during work time and shall not adversely affect campus programs or operations.

**D. Paid Release Time for Stewards**

1. Designated stewards are eligible to receive three (3) hours per month paid release time in accordance with the provisions of this Article. The University shall not deduct hours from the time provided for time spent in meetings initiated by management officials, or time participating in an arbitration hearing. The University need not provide release time to any doctor whom UAPD has not formally designated as a steward prior to the request for release time.
2. The use of paid release time shall be for grievance-related activity such as:
  - a. The initial filing of a grievance and/or the retrieval of University documents provided pursuant to a written request for information related to a grievance;
  - b. One on one meetings with a doctor concerning a potential grievance based on an alleged violation of this Agreement;
  - c. Meetings with the University representative concerning grievances or potential grievances;
3. When such time is used for the on-site grievance-related activities of witness interviewing and/or document collection, the UAPD steward shall not interfere with the work activities of the witness(es) or possessor(s) of the documents, or the normal operations of the health center.
4. The release time provided is not to be used for grievance-related activity such as research, or writing or preparation of briefs or other such statements of position or argument.

**E. Requesting and Providing Paid Release Time**

1. A request for release time under §D of this Article will be made to the UAPD steward's immediate supervisor as soon as practicable. Such approval shall be granted based on operational needs and shall not be unreasonably denied.
2. 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 UAPD steward or student health and counseling center involved. Furthermore, the allowance of greater than the maximum time in a month for a UAPD steward shall not have any effect or

bearing on the University's ability to enforce the maximum on any other UAPD steward.

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

**F. Patient Care Areas**

1. In accordance with §H.1., below, UAPD representatives shall have access to patient care areas only as necessary for travel to and from business in those places set forth in Appendix 3: *Designated Meeting Rooms*. UAPD representatives shall not contact doctors in, linger in, or use patient care areas for the purpose of conducting Union business.
2. The non-exclusive list of "patient care areas" includes:
  - a. Chart rooms and rooms that function as or are in the nature of chart rooms;
  - b. Examination rooms, clinics, and other treatment and patient care areas;
  - c. Nursing stations;
  - d. Patient and/or visitor lounges including patient conference rooms and sitting rooms;
  - e. Libraries or study areas located within patient care areas; and
  - f. Non-public corridors connecting patient care areas.

- G.** The University retains the right to enforce access rules and regulations in accordance with local campus procedures, including reasonable sanctions for access violations. Any sanction imposed shall be reasonable and consistent with the law and local procedures/policies.

**H. Meeting Rooms and Bulletin Boards**

1. Subject to availability, the University shall provide UAPD use of general-purpose meeting rooms and those rooms set forth in Appendix 3: *Designated Meeting Rooms* when advance arrangements are made and carried out according to the locally established practice for employee organizations, local access rules and local procedures. Such rooms may be reserved by the designated UAPD representative or steward.
2. Management will not unreasonably deny prearranged use of such meeting rooms. Room reservations shall not be cancelled by Management except where

unforeseen circumstances require the room to be used for teaching, patient care-related purposes, or staff conferences. If a reserved room is cancelled, Management will strive to provide a comparable alternative. If such a cancellation occurs within one (1) business day of the scheduled reservation, Management will post a notice advising of the cancellation and new room location, if a comparable alternative was secured. Such notice shall be prominently displayed outside of the originally reserved meeting room.

3. The Union shall have access to designated general-purpose bulletin boards subject to campus custom, usage, and practice, in addition to those bulletin boards set forth in Appendix 4: *Designated Bulletin Boards* in accordance with local access rules and procedures. The UAPD representative or steward responsible for a posting must date and initial any materials posted and must provide a copy of all materials posted 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 UAPD-provided material within one (1) business day.

#### **I. Mail Delivery**

United States mail that is received by the University bearing a represented employee name and accurate address will be distributed to the employee in the normal manner. In student health and counseling centers where employee mailboxes exist, the Union shall have reasonable use of them. In student health and counseling centers where individual mailboxes are in a restricted work area, UAPD may make arrangements with the responsible Management official in the restricted work area to have the UAPD mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute UAPD mail to employees by the normal method.

#### **J. Telephone**

UAPD stewards may use University telephones for the purpose of conducting union business which is specifically authorized by Article 34 – 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 doctor's completion of work, nor impair the efficiency of the operation in the student health and counseling centers. 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.

#### **K. Employee Lists**

On a monthly basis, the University shall post an electronic list in editable format via File Transfer Protocol (FTP) of all employees in the bargaining unit. This list will include the name, employee ID number, title, title code, date of hire, annualized pay rate, percentage

appointment, appointment type, campus mailing address, and an indicator as to whether the employee is paying UAPD dues or the fair share/agency fee through the University payroll system. The list will also 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 also provide UAPD a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit.

**L. Access to Employee Home Address and Telephone Numbers**

1. Effective one (1) month following ratification of this Agreement, the University will amend all new hire employment forms, where necessary, so as to be in accord with the following:
  - a. The employee must affirmatively check the box indicating that s/he does not wish to have his/her address and phone number disclosed;
  - b. There shall be a clear statement indicating that information disclosed will be provided to the UAPD, the Union representing doctors at student health and counseling centers.
2. 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 under this Article.
3. An employee who previously elected to disclose his/her home address may change his/her election by informing the campus' labor relations office in writing. Within forty-five days of receiving the employee's request, the employee's home address and telephone number shall be withheld from the Union.
4. Upon written request by the Union, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which UAPD 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. UAPD will bear all costs associated with this service.
5. UAPD 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 §L; or (b) any action of the Union taken pursuant to, or in violation of, this §L. The Regents will give the Union prompt written notice of any claim, suit, or liability which it contends is subject to this provision.
6. 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 §L. of this Article will become null and void.