

## **ARTICLE 2 ACCESS**

- A.** The University agrees that non-employee officers and representatives of FUPOA shall be admitted to the premises of the University at reasonable times and upon no less than 24-hours notice to and approval from the appropriate University representative. When a situation warrants shorter notice, the parties may mutually agree to waive the 24-hour notice. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for activities specified in Article 6 - Grievance Procedure. The University shall inform FUPOA as to the University representative to be notified of an impending visit.
- B.** FUPOA agrees that such activities shall not interfere with the normal work duties of employees and that any contact with individual employees or groups of employees, unless specifically provided otherwise in this Agreement, shall take place during the employee's non-work time and further that such contacts shall be held in accordance with local campus procedures.
- C.** The University reserves the right to designate the place of the meeting and/or to require a University representative to accompany the FUPOA representative to, into and from areas where operational requirements or other restrictions do not permit unlimited access.
- D.** FUPOA will furnish the University with a written list of all the designated non-employee officers and representatives who are authorized by FUPOA to conduct such visitations. This list shall be maintained in a timely manner by FUPOA and any changes, additions or deletions to the list must be made in writing to the University.
- E. EMPLOYEE REPRESENTATIVES**

  - 1. The University shall recognize FUPOA-designated employee representatives who are members of the bargaining unit. The function of the FUPOA-designated employee representatives 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, and promote communication with the University.
  - 2. There shall be one (1) FUPOA representative for each campus.
  - 3. The total cumulative use of paid release time for the designated FUPOA representatives shall be limited to ten (10) hours in any one (1) month. The FUPOA representative shall be authorized release time for the Step 1 Meeting and one-on-one meetings with a grievant related to a formal

grievance which has been filed with the University. The FUPOA representative may be granted authorized release time for other grievance related activity, such as that related to the initial filing of a formal grievance or to ascertain that the terms and conditions of this Agreement are being observed. Meetings initiated by University officials shall not be deducted from this block of time.

4. The use of the maximum of ten (10) hours to be provided is not to be used for grievance related activities such as research, writing or preparation of briefs, or writing or preparation of other such statements of positions or argument. When such time is used for the on-site grievance related activities of witness interviewing and/or document collection, the FUPOA representative shall not interfere with work activities of the witness or possessors of the documents. A request for release time will be made to the FUPOA 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.
  5. At its sole discretion, the Police Chief or designee may authorize use of release time for more than ten (10) hours in a month. The exercise of this discretion and/or the enforcement by the Police Chief or designee of the ten (10) hour maximum shall under no circumstances establish a precedent for the FUPOA representative, nor shall the allowance of greater than ten (10) hours a month for a FUPOA representative have any effect or bearing on the ability of the University to enforce the ten (10) hour maximum on any other FUPOA representative.
- F.** FUPOA officers and representatives and bargaining unit employees, including local FUPOA officers and representatives, shall not conduct any FUPOA activity or FUPOA business on University premises or while in pay status with the University unless such activity is specifically and expressly 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 FUPOA 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 FUPOA who violate the rule(s) or regulation(s) for a specified period of time or permanently;
  2. Denial of access to and discipline of University employee FUPOA representative(s) who violate the rule(s) or regulation(s);

3. Loss of FUPOA posting privileges on University bulletin boards for a specified period of time;
4. Loss of University facility privileges for a specified period of time.

#### **H. BULLETIN BOARDS**

1. Where bulletin boards or bulletin board space is available for FUPOA, such availability shall continue.
2. Bulletin board availability for display of appropriate materials related to the bargaining unit shall, based on existing campus-by-campus practices, understandings and agreements, be provided on the following basis:
  - a. FUPOA may use bulletin boards designated by the University to post materials related to FUPOA business. Any materials posted must be dated and initialed by the FUPOA 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.
  - b. All materials shall be posted by a local officer of the FUPOA Bargaining Unit and shall be limited to the matters listed below:
    - 1) FUPOA recreational and/or social affairs;
    - 2) FUPOA appointments;
    - 3) FUPOA elections;
    - 4) Results of FUPOA elections;
    - 5) FUPOA meetings;
    - 6) Rulings or policies of FUPOA;
    - 7) Reports of FUPOA standing committees; and
    - 8) Other materials which have been authorized by the University and the local FUPOA representative.
  - c. FUPOA agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted nor shall literature or material detrimental to the University, its agents or officials be posted.

- d. In the event a dispute arises concerning appropriateness of the material posted, the University shall remove the material in question and then notify the designated FUPOA representative of the removal.
  - e. Bulletin board space available to FUPOA shall be maintained by the local FUPOA bargaining unit representative. Unless mutually agreed otherwise, no materials shall remain posted for a period of more than 30 calendar days.
- 3. 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 FUPOA and the University.
  - 4. Upon notice to FUPOA, the University may change the location of any existing bulletin board.

#### **I. TELEPHONE USE**

- 1. On a call-by-call basis, with express permission from the immediate supervisor, local FUPOA officers may use existing University telephones for the sole purpose of conducting FUPOA business which is specifically authorized by Section F. of Article 6 - 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 FUPOA use of the telephone system.
- 2. Employees' work telephone numbers shall not be listed on any FUPOA literature or in any FUPOA 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.

#### **J. E-MAIL USE**

FUPOA designated employee representatives may use their University e-mail account for the purpose of conducting FUPOA business. The electronic mail use is limited to: correspondence with the Police Chief and/or designee and limited to ascertaining a location, time, and agenda for meetings; to arrange meetings between a grievant and the representative or between a representative and the

Police Chief; and FUPOA meeting announcements. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

**K. USE OF UNIVERSITY FACILITIES**

Subject to the time, place and manner rules in effect at the time of a FUPOA request for use of facilities, University facilities may be used for FUPOA 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 FUPOA have already been scheduled for other activities at the time the University receives the FUPOA request, the University shall not be required to change the existing scheduled use of the facility to accommodate the FUPOA. As required by the University, the FUPOA 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 FUPOA 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.

**L. ATTENDANCE AT LOCAL ASSOCIATION MEETINGS**

Upon seven calendar days advance written notice to his/her supervisor, local FUPOA bargaining unit representatives may 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 FUPOA meetings. Permission for such leave shall not be granted for a period to exceed three hours and such permission shall not be granted to any individual employee more than once per month. The granting of such permission to local officers shall be subject to the operational needs of the University.

**M. PREPARATION AND PRINTING OF THE AGREEMENT**

1. In consultation with the FUPOA, the University shall prepare the official version of this Agreement.
2. The University shall maintain a current version of the MOU at the UC At Your Service website. This version shall constitute the official version of the PA MOU.

**N. 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 FUPOA shall have reasonable access to them. In departments where individual

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

**O. EMPLOYEE LIST**

Upon written request from FUPOA, on a semi-annual basis, the University shall provide FUPOA with an alphabetized list by campus/hospital of all UC/FUPOA bargaining unit employees at each campus/hospital. This list will contain the name, title, and campus mailing address, appointment type, last date of hire with continuous employment, pay rate, and department to which the employee is assigned. Upon written request from FUPOA, on a semi-annual basis each campus will provide to FUPOA a list of changes (e.g., salary adjustment, new hire, transfer, promotion, discharge, etc.) that have occurred within the bargaining unit.