

ARTICLE 4 – ACCESS

A. General Provisions

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 members of union activities. In the interest of facilitating these purposes, and in accordance with local campus procedures, the parties agree to this Article.

B. Access By The Union/Union Representatives - General Provisions

1. Designated union representatives who are not University employees 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 procedures.
2. AFSCME will furnish the University with a written list of all AFSCME representatives, AFSCME 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 AFSCME and any changes, additions or deletions to the list must be made in writing to the University.
3. 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. Employee rest and meal periods are non-work time for the purposes of this Article.

4. The University reserves the right to require a University representative to accompany the Union representative to, into and from areas where operational requirements or other restrictions do not permit unlimited access.

C. Employee Representatives (Shop Stewards)

1. The University shall recognize AFSCME designated employee representatives (Shop Stewards) who are members of the bargaining unit. The function of the AFSCME Shop Stewards 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 Article 6, Grievance, AFSCME may designate a total of up to three (3) bargaining unit members as AFSCME Shop Stewards. AFSCME shall not designate more than one Shop Steward each from Craft Operations (Physical Plant), Heating Plant (Physical Plant), or Lick Observatory (Mt. Hamilton) or per other campus department.

- D. The University retains the right to enforce access rules and regulations in accordance with 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 violated the rule(s) or regulation(s) for a specified period of time or permanently;
2. denial of access to and discipline of University employee AFSCME representative(s) who violate the rule(s) or, regulation(s);
3. loss of Union posting privileges on University bulletin boards for a specified period of time;
4. loss of University facility privileges for a specified period of time.

E. Bulletin Boards

1. The University will provide for the exclusive use of the AFSCME Skilled Crafts Unit one bulletin board in the crib, one in the shop building on Mt. Hamilton, one in the Natural Sciences II Woodshop, and one in Hagler Hall.
2. Material posted on these bulletin boards will be dated and initialed by the Union representative responsible for the posting and a copy of all materials posted must be provided to the campus Labor Relations Office at the time of posting.

F. Mail Service

1. 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.

2. In locations where individual employee mailboxes exist, the Union may use such boxes provided:
 - a. the boxes are in non-work areas;
 - b. access is otherwise consistent with the access provisions of this Agreement;
 - c. the use complies with applicable campus rules and regulations.

3. 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:
 - a. Union recreational and/or social affairs;
 - b. Union appointments;

 - c. Union elections;
 - d. results of Union elections;
 - e. Union meetings;
 - f. rulings or policies of the International Union; and
 - g. reports of Union standing committees.

4. 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.

5. 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.

G. Telephone Use

1. 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 H, 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 Erickson 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. Employee's work telephone numbers shall not be listed on any union literature or in any union publication.
2. 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.

H. Use of University Facilities

AFSCME shall be granted use of general purpose meeting rooms. Such use shall be in accordance with campus policy and arranged in advance with the campus Labor Relations Office and will not be unreasonably denied. 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.

I. Paid Leave of Absence for Union Business

1. The Union will provide the Labor Relations Office with the names of designated officers and shop stewards and changes as they occur.
2. Upon at least ten (10) calendar days' advance written request to her/his department manager, with a concurrent copy to the Labor Relations Office, a union officer or shop steward, not to exceed one from any one campus Division, may be granted one (1) day of paid reimbursed leave for union business in any one calendar month. Authorization for such leave shall not be granted for a period of less than one (1) day and such leave shall not be granted more than once per calendar month.
3. In addition to paragraph two above, a union officer or shop steward, not to exceed one from any one campus Division, may be granted between two and ten consecutive work days of paid reimbursed leave for union business in any one calendar year upon at least twenty (20) calendar days advance written request of her/his department manager, with a concurrent copy to the Labor Relations Office.
4. The granting of union business leave shall be subject to the operational needs of the department and not be unreasonably denied. Union Business Leave shall not constitute a break in service. The Union shall reimburse the campus for all costs of employee compensation, including but not limited to, salary plus all benefits paid to the employee for the time the

employee is on leave without loss of compensation (36%). The Union shall remit payment to the University within thirty days receipt of billing. The University has the right to discontinue paid leave for union business if the union fails to provide timely payment.