

ARTICLE 1 – 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 the Office of Employee and Labor Relations 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 quarterly a written list of all AFSCME representatives, AFSCME designated employee representatives and officers who are authorized by the union to conduct union business to the Office of Employee and Labor Relations. 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, handbilling 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 9, 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 operational unit (i.e. Physical Plant).

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 shop stores, one in Physical & Biological Sciences, Colleges, Housing & Educational Services (CHES) and in Central Heat Plant.
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. United States mail which is received by the University bearing an employee name and accurate address will be distributed to the employee 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 work area or restricted location, AFSCME may make arrangements with the responsible University official in the work area or restricted location to have the AFSCME mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute AFSCME mail to employees by the normal method.
2. 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

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Section H. Article 9 – 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 or long distance charges 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 audit employee representatives' use of the telephone system to the same extent as it may audit other employees' use of such equipment including, but not limited to the use of University cell phones.

H. Email Use

AFSCME-designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 9 – Grievance Procedure. The use of email accounts shall be protected as outlined in the University's Electronic Communication Policy. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

I. 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.

J. Paid Leave of Absence for Union Business

1. The Union will provide the Office of Employee and Labor Relations with the names of designated officers and shop stewards and changes as they occur.
2. The Union shall submit to the Office of Employee and Labor Relations, 10 days in advance of the leaves, the names of non-probationary career employees requesting leave, not to exceed one from any one skilled craft shop. 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. Upon at least ten (10) calendar days' advance written request to her/his department manager, with a concurrent copy to the Office of Employee and Labor Relations, 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 year.
4. 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 Office of Employee and Labor Relations Office.

K. New Employee Orientations

1. As described below, AFSCME shall have access to new bargaining unit employees at the University's new employee orientation.
2. AFSCME shall be permitted to meet with bargaining unit employees for no more than 30 minutes immediately before new employee orientation sessions, for the purpose of sharing information with new bargaining unit employees. Management employees and/or orientation presenters shall not participate or be present in the union portion of the orientation.
3. The union may have two representatives attend the new employee orientation. The representative may be either a union staff representative or a designated shop steward. Attendance at new employee orientation for shop stewards shall be counted as release time.
4. The University shall provide standing release time for up to three AFSCME employees during orientation days. The release time shall be for the sole purpose for AFSCME representatives to meet with new employees. No more than two AFSCME representatives shall be present for the new employee orientation. The AFSCME representatives shall let their supervisors know when they are planning to attend the new employee orientation after notice has been received of a new employee attending orientation pursuant to section K.6. below.
5. The University shall provide notice of the dates and times of new employee orientation no less than 15 calendar days prior to the orientation.
6. The University will provide notice to AFSCME four calendar days before the new orientation begins with the names of new K7 employees who are set to attend the next orientation session.
7. In the event that a represented employee was onboarded without notification, AFSCME will have an opportunity to schedule a time to meet with the employee by contacting that employee directly.
8. The University will provide AFSCME will sign in sheets from the new employee orientation within four calendar days from the date of the orientation.