

ARTICLE 32 UNION ACCESS AND RIGHTS

A. USE OF FACILITIES

1. Access

The parties acknowledge both the University's right to establish and enforce reasonable access rules and regulations at each location, consistent with applicable law and this Agreement, and Union representatives' right to access University facilities for the purposes of conducting representational work, subject to each location's reasonable policies and procedures, applicable law, and this Agreement. The Union will designate and update the University regarding representatives who are not University employees to be given access to University facilities.

- a. Such designees may visit the facility at reasonable times to discuss with the University or bargaining unit members matters pertaining to this Agreement.
- b. Such internal Union business 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.

c. Patient Care Areas

- i. Union representatives shall not impede, interfere with, or obstruct patient care delivery, or business operations, or compromise private health information.
- ii. Union representatives shall have access to patient care areas only as necessary for travel to and from Union business. Union representatives shall not contact employees in or use patient care areas when conducting Union business. If the designated location 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.

2. U.S. Mail Delivery

United States mail on which postage has been paid and which is received by the University bearing the name of the employee and correct specific address will be distributed to the employee in the normal manner.

3. Use of Mailboxes

In locations where employees have mailboxes, the Union may reasonably use such boxes in accordance with the location's procedures in effect at the time of the use.

4. Email Use

UAW designated employee representatives may use University communication platforms for the purpose of conducting Union business, in accordance with applicable University policy regarding electronic mail/electronic communications. The University will ensure that electronic communications from the Union to employees' University email accounts are not unreasonably blocked or diverted by the University.

5. Meeting Rooms

The Union shall be granted use of general purpose meeting rooms. Such use shall be arranged in advance with the designated location office in accordance with the usual practice for employee organizations 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, patient care related purposes or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative space.

6. Bulletin Boards

The Union shall have access to general purpose bulletin boards and shall have the use of those bulletin boards (including electronic bulletin boards, where available, in accordance with reasonable local policies and procedures). Materials to be posted shall be dated and shall include a contact email to which University representatives may direct questions. At those locations where the University is responsible for posting material on bulletin boards, the University will promptly post copies of material provided by the Union within one (1) business day.

B. EMPLOYEE INFORMATION

1. Directory Information

Within ninety (90) days following ratification of the Agreement, and once per week thereafter, the University shall provide the Union the following information, where available, in a computer readable form:

- a. employee name,
- b. employee identification number,

- c. employment record action (Type change code/ADC Update and Type change description/Action Description),
 - d. bargaining unit,
 - e. location/business unit,
 - f. job indicator (primary/secondary),
 - g. employment record number,
 - h. job title (code and name),
 - i. dues enrollment status,
 - j. annual pay rate at 1.0 FTE,
 - k. step,
 - l. appointment percentage,
 - m. represented status,
 - n. most recent date of hire in a bargaining unit position by active EMPL record,
 - o. earliest date of hire in a bargaining unit position by active EMPL record,
 - p. job expected end date,
 - q. department (ID and description),
 - r. home address,
 - s. home phone,
 - t. personal cell and personal email (if known),
 - u. work email,
 - v. work phone,
 - w. leave of absence information (start date, end date, code and description),
 - x. separation information (effective date and reason),
 - y. work locations (building, floor, room) if applicable.
2. If an employee has elected to have their home address, personal cell and personal email protected under applicable federal or state law, such information for that employee shall be removed from this list and shall not be released to the Union as a condition of employment.

3. The job title provided as per Section B.1.h shall be identical to the employee's classification.
4. Diversity Information
 - a. After receiving a request from the Union, the Office of the President shall supply the Union, on no more than an annual basis, the following aggregate information for employees: gender and race/ethnicity. The University will send this aggregate information to the Union within thirty (30) days after UCOP receives the Union's request.
 - b. Neither party waives any right it may have to seek or withhold information regarding race/ethnicity and gender by department when necessary for representation purposes.
 - c. The Union shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with providing this information. The University will give the Union notice of initial costs and any significant changes to those costs prior to the time they are incurred.

C. PUBLICATION OF THE AGREEMENT

Following ratification and approval by the parties, the University shall publish the Agreement on a designated website.

D. RELEASE TIME FOR EMPLOYEE REPRESENTATIVES

1. For the purposes of receiving paid release time as provided in this section, the Union may designate four (4) members of the bargaining unit as employee representatives at each location. Additionally, if the location has more than two hundred (200) bargaining unit members, the Union may designate one (1) additional employee representative for each one hundred (100) bargaining unit members. The Union shall not designate more than one (1) employee representative per department unless the department has more than two hundred (200) employees in which case there can be up to one (1) per one hundred (100) employees. The function of the Union 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. The Union shall notify the campus labor relations office of the names and locations of the designated representatives, as soon as practicable following such designation.
3. The University shall not unreasonably deny these employee representatives necessary release time to perform responsibilities related to Section D.1 above.
 - a. The total cumulative use of paid release time for such employee representative shall be limited to ten (10) hours in any one month, except as granted on a non-precedential basis by the University. University convened meetings pursuant to Article 07 – Grievance and Arbitration, shall not be deducted from this block of time.

4. Should a question of possible abuse of these release time provisions arise, the University will notify the Union, and the parties will attempt to resolve the matter.

E. RELEASE TIME FOR BARGAINING

1. The University will provide release time in without-loss-of-straight-time-pay status for up to fourteen (14) designated employee bargaining team members. There shall be no more than two (2) representatives from any location.
2. The Union shall provide the University with written confirmation of the designated bargaining team members and alternates at least thirty (30) calendar days prior to the first bargaining session, or as soon as is practicable. In the event the Union permanently replaces any designated member, the Union shall provide the Office of Labor Relations with written notification of the name of the permanent replacement seven (7) calendar days in advance of the scheduled bargaining session or as soon as is practicable.
3. The University will provide release time for designated team members in a without-loss-of-straight-time-pay status to attend scheduled bargaining sessions for negotiations and for reasonable travel time to and from scheduled bargaining sessions.
4. Such release time in without-loss-of-straight-time-pay status shall be provided only for attendance at, and reasonable travel time to and from, scheduled negotiation sessions, and only for days on which the team member would have been scheduled to work. Such hours shall not exceed the bargaining team member's actual scheduled work hours for any one day of a scheduled bargaining session, not to exceed forty (40) hours per week. Such release time shall not count in the calculation of overtime or other ancillary pay/premiums.
5. Bargaining sessions are defined as scheduled meetings and related caucuses during meeting days for the purpose of negotiating terms and conditions of the collective bargaining agreement. If no meeting actually takes place during the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or the University agrees that a full-day Union bargaining team caucus is necessary to the bargaining process, the day without a meeting shall be designated as a "bargaining session." The travel time included in the release time without loss of straight-time pay status is the reasonable amount of time for direct travel to and from the bargaining team member's place of employment.
6. Employee bargaining team members shall provide their supervisors with written notice of their intent to attend scheduled bargaining sessions as soon as practicable, but not less than fourteen (14) days prior, following the scheduling of bargaining sessions. A bargaining team member may be denied release time for bargaining, if written notice is not provided at least fourteen (14) calendar days prior to the scheduled bargaining, unless the parties agree otherwise. In the event a bargaining session is scheduled with less than fourteen (14) calendar days advance notice, the University will ensure release time for primary and/or alternate members of the bargaining team is granted.
7. In order to facilitate successor negotiations, fourteen (14) employee representatives shall receive five (5) days of paid release time in order to prepare and provide the University with the Union's Notice of Intent to Negotiate the Agreement, and a comprehensive set of initial proposals prior to the commencement of negotiations.

8. Attendance by a bargaining team member at scheduled bargaining sessions, and reasonable travel time to and from scheduled bargaining sessions, shall constitute fulfillment of the employee's work obligation for that day.
9. The University shall make a good faith effort to modify a bargaining team member's work schedule in order to accommodate their participation in bargaining sessions.

F. ACCESS FOR THE PURPOSE OF EMPLOYEE ORIENTATIONS

1. The Union shall have thirty (30) minutes to conduct a Union presentation in conjunction with and as an integral part of each new employee orientation (NEO) or welcome event where employees are present and during which employment status, rights, benefits, duties, responsibilities, or any other employment-related matters are discussed. Locations will endeavor to hold monthly NEO's where bargaining unit employees are hired. If there is an agenda, the UAW Orientation shall be listed therein.
 - a. Union Notice
 - i. The University will provide the Union with the dates and times of the new employee orientations, along with the contact information of the person in charge of scheduling the orientation at least thirty (30) calendar days prior to the scheduled orientation(s). Where there is an urgent need critical to the University's operations that was not reasonably foreseeable, the notice period may be shortened.
 - ii. The University will provide the Union with the name, payroll title, and department of all bargaining unit employees anticipated to attend at least fifteen (15) calendar days prior to the scheduled orientation(s).
 - b. The University shall provide the Union with a copy of the attendance list of all bargaining unit members attending the new employee orientation within five (5) business days following the new employee orientation.
 - c. The University shall provide the Union with logistical details about the orientation space and technology (e.g. room capacity, projector, etc).
 - d. Employees shall be on paid time for the duration of the UAW Orientation and reasonable travel time back to their primary work location. The University shall notify employees of said paid time and that attendance at a UAW Orientation is required.
 - e. At the University's new employee orientation or welcome event, packets of information supplied by the Union will be distributed to employees by the Union.
 - i. When the NEO is held via electronic methods the Union must provide the University with an electronic version of the materials to be distributed at the NEO no less than forty-eight (48) hours prior to the commencement of the NEO. Where materials are not provided by the University at the NEO, the Union will be responsible for distributing their packets.
2. Attendance at a UAW Orientation is required for all employees.

- a. If the employee does not attend an in-person UAW Orientation within the first thirty (30) days of employment, the Union shall have the right to conduct a make-up orientation with the employee at the worksite for thirty (30) minutes on paid time, within ten (10) days of the Union's request. Employee representatives attending the orientation shall have the time deducted from their ten (10) hour monthly banks pursuant to Section D.3.
 - b. When an employee misses their mandatory UAW Orientation the UAW shall be responsible for contacting the employee to schedule a make-up.
3. The University shall not be present during any UAW Orientation, make-up orientation, or Union presentation, and shall have no obligation or responsibility for, nor shall it monitor, the content thereof. The University shall not attempt to dissuade attendance of employees at, nor communicate regarding the UAW Orientation other than as provided for in this Article. The University shall direct employees with questions regarding the UAW Orientation to the Union's location representatives. For UAW Orientations held at an NEO, both parties agree that their respective section of the agenda shall not disrupt, interrupt, or interfere with the other.