

ARTICLE 1 ACCESS

A. GENERAL PROVISIONS

1. 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 employees of activities. In the interest of facilitating these purposes, and in accordance with local campus/medical center/Laboratory procedures, the parties agree to this Article.
2. AFSCME will abide by the reasonable access rules and regulations promulgated at each campus/medical center/Laboratory.

B. Designated Union representatives who are not University employees, or who are not employed at the facility visited, 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/medical center/Laboratory procedures. As currently provided, the Union shall be permitted to use a table in or near the main cafeteria at each facility, or in or near the lunchroom where no cafeteria exists.

C. 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. Bargaining Unit employee rest and meal periods are non-work time for the purposes of this Article.

D. The Union will furnish the University with a written list of all designated Union representatives. The list will be updated periodically as changes to the original list occur.

1. The parties, by mutual agreement at each campus/Laboratory, shall designate jurisdictional areas for the purpose of grievance representation. AFSCME shall present its proposal for jurisdictional areas not later than the first scheduled campus/Laboratory labor-management meeting. The University and AFSCME agree that in order to minimize travel and loss of work time by grievance representatives, jurisdictional areas shall be limited to a reasonable size and area. To the extent possible, each jurisdictional area shall contain a similar number of employees.
2. Upon completion of designation of jurisdictional areas at each campus/Laboratory, AFSCME shall designate and certify to the University one grievance representative (and one alternate, if any) for each jurisdictional area. A

designated grievance representative may be the grievance representative for one or more shifts. Subsequent to initial certification of grievance representatives at each campus/Laboratory, AFSCME shall maintain as current such list of grievance representatives. Until agreement has been reached regarding jurisdictional areas at each campus/Laboratory, the University will recognize grievance representatives certified as current at the time this Agreement is signed.

3. Grievance representatives certified by AFSCME shall have authority to act on behalf of AFSCME in all matters related to grievance representation. Any actions taken by or agreements reached between such grievance representatives and the University shall be binding upon employees represented by AFSCME.
 4. Time in a without-loss-of-straight-time pay status for grievance representatives shall be as specified in Section F of Article 9 - Grievance Procedure. In no event shall the grievance representative receive payment for time spent in performance of his/her representation duties during any shift other than that representative's regularly scheduled shift. If a certified alternate grievance representative performs the representation duties of the certified grievance representative during the regularly-scheduled shift of the latter, any and all hours spent pursuant to Section F of Article 9 - Grievance Procedure shall be charged to the certified grievance representative.
- E.** Where operational requirements or other restrictions do not permit unlimited access, the University reserves the right to designate the place of the meeting and/or to require a University representative to accompany the Union representative.
- F.** AFSCME officers and representatives and bargaining unit employees, including local Union officers and representatives, shall not conduct any Union activity or Union business on University premises or while in pay status with the University unless such activity is specifically authorized by the provisions of this Agreement and is conducted in accordance and conformance with campus/medical center/Laboratory procedures.
- G.** The University retains the right to enforce access rules and regulations in accordance with local campus/medical center/Laboratory 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 violate the rule(s) or regulation(s) for a specified period of time or permanently; and
 2. Denial of access to and discipline of University employee AFSCME representative(s) who violate the rule(s) or regulation(s).

H. BULLETIN BOARD

1. AFSCME shall have access to general purpose bulletin boards and shall have the use of those bulletin boards subject to campus/medical center/Laboratory custom, usage

and practice for the display of appropriate materials related to union representation. The Union may also use bulletin boards designated by the University to post materials related to Union business.

2. Any materials posted on bulletin boards must be dated and initialed by the Union 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.
3. Bulletin board space available to AFSCME shall be maintained by the president of the local Union. Unless mutually agreed otherwise, no materials shall remain posted for a period of more than thirty (30) calendar days.
4. 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 Union and the University.
5. Wall racks and literature display equipment, if any, shall be subject to the same provisions of this Article regarding bulletin boards.

I. PATIENT CARE AREAS

1. AFSCME representatives shall have access to patient care areas only as necessary for travel to and from business in those places set forth in Appendix C. AFSCME representatives shall not contact bargaining unit members in, linger in, or use patient care areas for the purpose of conducting AFSCME business. When the designated campus/medical center/Laboratory official and the AFSCME representative mutually agree that a visit to a patient care area is necessary in attempting to adjust grievances, access to patient care areas will be granted.
2. "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; Libraries or study areas located within patient care areas;
 - d. Patient floor and operating room area corridors; and
 - e. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

3. Union representatives shall be given a campus/medical center/Laboratory orientation which 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. The university and the union may mutually agree to waive the prerequisite in the appropriate circumstances.

J. MAIL SERVICE

1. In 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. 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; and
 - c. The use complies with applicable campus/medical center/Laboratory 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.

3. INFORMATIONAL MATERIAL

A packet of Union informational material shall be provided to each new employee represented by AFSCME. The material contained in such packet shall be determined by mutual agreement achieved through the local labor-management meeting. The University shall be responsible for the distribution of the packet.

4. 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 F of 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, 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 Union use of the telephone system.
2. Employees' work telephone numbers shall not be listed on any Union literature or in any Union 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.

M. USE OF UNIVERSITY FACILITIES

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

N. PREPARATION, PRINTING AND DISTRIBUTION OF THE AGREEMENT

1. In consultation with the Union, the University shall prepare the official version of this Agreement. The Union may review the camera ready copy of the Agreement prior to printing.
2. The University shall post a copy of the final official Agreement on the UCOP Labor Relations website (UCNet) after review by the union.
3. The Agreement shall be available electronically only.

O. Access to Employee Contact Information

1. On a monthly basis, the University shall provide AFSCME with an electronic list via File Transfer Protocol (FTP) of all employees in the bargaining unit. The list will include the following categories: name, title, title code, most recent date of hire, annual salary rate, percentage appointment, and hiring unit. In addition, the list will include the home address, home telephone number, personal cell phone number, personal email address, and work location of bargaining unit members unless the employee has specifically requested in writing to AFSCME that the home and/or personal information not be released. The University will provide AFSCME a weekly list of changes (e.g. new hire, corrections, transfers, salary changes, contact information) via FTP that have occurred within the bargaining unit.
2. On April and October of each year, the University will provide AFSCME with a disaggregated bargaining unit demographics list that includes Age, Sex Code, Ethnic Origin Group Code, Medical Insurance Plan Coverage Code, Veteran Status Code, War/Campaign/Expedition Veteran Status Code, and Recently Separated Veteran Date.
3. Upon written request by AFSCME, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which AFSCME 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. AFSCME will bear all costs associated with this service.
4. Employee personal contact information (home addresses, home phone numbers, personal cell phone numbers, personal email addresses) shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the confidentiality of all personal contact information provided to it under this Article.
5. The Union 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 the validity of this Section; or (b) any

action of the Union taken pursuant to, or in violation of, this Section. The Regents will give the Union prompt written notice of any claim, suite or liability which it contends is subject to this provision.

6. In the event legislation is passed that is applicable to the University of California and conflicts with this Article, the parties agree to meet and confer to amend this Article to comply with such legislation.

P. NEW EMPLOYEE ORIENTATIONS

The following provisions shall apply to “new employee orientation,” which means that onboarding process of a newly hired public employee whether in person, online, or through other means or mediums, in which a newly hired employee is advised of employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

1. Notice:

The Employer shall provide the Union at least fifteen (15) business days’ written notice by email (to address that the Union shall provide to the Employer) of all group employee orientations in which Employer personnel advise newly-hired employees (including at least one newly hired employee in an AFSCME-represented title) of information regarding employment status, rights, benefits, duties, responsibilities, or any other employment-related matters. The Employer’s notice shall include the name, payroll title and department of all AFSCME-represented new employees anticipated to attend. If a new employee is hired less than fifteen (15) business days prior to an orientation, the Employer shall provide the Union notice concurrent with that provided to the new employee.

2. Access:

At all orientation meetings as defined in 1. above:

- a. The Employer shall afford the Union thirty (30) minutes during employees’ paid time to meet with (and provide materials and information) to all AFSCME-represented new employees who are present, outside the presence of management or labor relations/employee relations personnel. The Employer shall ensure that the Union’s meeting will be held in space that allows private communication with those in attendance.
- b. The University’s representative(s) advising new employees shall direct any questions regarding Union membership to the Union representative(s) and shall not otherwise comment on such matters.
- c. The Union’s meeting shall be shown as an integral part of the agenda for the orientation, shall not be scheduled to take place during any scheduled meal period or break time for the orientation, shall not be the final agenda item of any day, and shall not be scheduled after the conclusion of the agenda on any day.

- d. At the sole discretion of the Union, the Union's representatives at the Union meeting may be staff representatives and/or union stewards/MAT Leaders. Up to two (2) of the Union's representatives may be union stewards/MAT Leaders in a without-loss-of-straight-time pay status, provided use of the release time would not interfere with operational needs and has received prior supervisory approval. The hours so used shall be deducted from the ten (10) hours per month allotted in Article 9 – Grievance, Section F-2.

3. Alternate Access:

The provisions in this Paragraph shall apply in lieu of the provisions above when:

(a) new employee orientation is individualized; or (b) if, within thirty (30) days of beginning work, a new employee did not attend a group orientation meeting pursuant to Paragraphs 1 and 2. The Union is not entitled to access again (for the purpose of new employee orientation) to any newly hired employee who has already attended a group new employee orientation pursuant to Paragraphs 1 and 2.

- a. On a monthly basis, the Employer shall provide the Union with a list showing the name, title and department of all AFSCME-represented employees who did not, within the first thirty (30) days after beginning work, attend a group new employee orientation meeting pursuant to paragraphs 1 and 2.
- b. For each AFSCME-represented new employee who did not, within the first thirty (30) days after beginning work, attend a group new employee orientation meeting, the Union shall have the right to promptly meet with that employee to provide materials and information. If interested in holding such a meeting, the Union shall provide the Employer notice of its desire to do so within ten (10) business days of its receipt of the aforementioned list from the Employer. To arrange such a meeting, the Union shall notify the Employer's designated Labor Relations representative of the Union's desire to schedule such a meeting and shall work together with the designated Labor Relations representative to schedule a period of thirty (30) minutes during normal working hours, for up to two (2) Union representatives to meet with (and provide materials and information to) the new employee or employees. The meeting shall be held outside the presence of management personnel or management representatives, in space that ensure privacy. If the aforementioned list shows five (5) or more employees from a particular location, the Union and the Labor Relations representative shall work together to schedule a mutually agreeable period of thirty (30) minutes for the Union to meet privately with that group of employees, rather than individually with employees within that group.
- c. The new employee or employees shall attend the Union meeting in without-loss-of-straight-time pay status. The Union representatives at the meeting may be staff representatives and/or union stewards/MAT Leaders. Union stewards/MAT Leaders shall attend in a without-loss-of-straight-time pay status, provided use of the release time would not interfere with operational needs and has received prior supervisory approval.

The number of hours so used shall be deducted from the ten (10) hours per month allotted in Article 9 – Grievance Procedure, Section F-2.