

Article 1
ACCESS AND UNION RIGHTS

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/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. ACCESS BY THE UNION/UNION REPRESENTATIVES

1. 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.
2. 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. Bargaining Unit employee rest and meal periods are non-work time for the purposes of this Article.
3. The Union will furnish the University with a written list of all designated Union representatives annually within the month of January. Any changes to the original list must be provided to the University in writing.

C. The University retains the right to enforce access rules and regulations in accordance with local campus procedures including reasonable sanctions for access violations as appropriate for a violation. Any sanction imposed shall be reasonable and consistent with the law & local procedures/policies. The types of sanctions which may be imposed upon the Union as appropriate 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;
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.

D. JURISDICTIONAL AREAS

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.

E. 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 designated by the University. AFSCME representatives shall not contact bargaining unit members, 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.

- F.** 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.

G. BULLETIN BOARDS

1. AFSCME shall have access to general purpose bulletin boards and shall have the use of those bulletin boards subject to campus custom, usage and practice. Such bulletin boards shall be provided for the display of appropriate materials related to union representation on the following basis:
 - a. The Union may use bulletin boards designated by the University to post materials related to Union business. Any materials posted 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.
 - b. 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.
2. 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.
3. Wall racks and literature display equipment, if any, shall be subject to the same provisions of this Article regarding bulletin boards.

H. 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.

I. TELEPHONE USE

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Article 9 – Grievance Procedure, of this Agreement. Employees are responsible for paying any costs associated with such telephone usage in accordance with the departmental procedures in effect at the time. The frequency and duration of permitted phone calls shall not be such as to interfere with or disrupt the employees' 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.

J. E-MAIL 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 or RPM 9.01 as of May 2001 at LBNL. Such use shall also conform to and be in accordance with applicable University policy regarding electronic mail/electronic communications.

K. USE OF UNIVERSITY FACILITIES

AFSCME shall be granted use of general purpose meeting rooms consistent with local policies/procedures for employee organizations. Such use shall be arranged in advance with the designated campus/Laboratory/hospital 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.

L. 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 after review by the union.
3. A copy of this Agreement shall be given by the University to each employee in the Bargaining Unit. The University and AFSCME shall split the cost of printing contracts for unit members. In addition, the parties shall each pay for the number of copies they need for administrative and other purposes.

M. ACCESS TO EMPLOYEE HOME ADDRESS AND TELEPHONE NUMBERS

1. In the first week of each month, 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: name, title, title code, date of hire, annual salary rate, percentage appointment, and hiring unit. In addition, the list will include the home address and telephone number of bargaining unit members

unless the employee has specifically requested that the home information not be released. The University will provide AFSCME a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit.

2. The Union will inform bargaining unit employees of their right to designate their home address as confidential. Such notice will be provided when the union provides its “Hudson” notice to employees.
3. Effective one month following ratification of this Agreement, the University will delete from AFSCME-represented employees’ employment forms the option of withholding home addresses and phone numbers from the Union.
4. 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.
5. Employee work and home addresses shall be maintained as confidential by the Union. The Union shall take all reasonable steps to ensure the confidentiality of all information provided to it under this Article.
6. 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 P; or (b) any action of the Union taken pursuant to, or in violation of, this Section P. The Regents will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.
7. In the event legislation is passed regarding access to employee home addresses and telephone numbers, and such legislation is applicable to the University of California, all provisions in Section P of this Article will become null and void.

N. NEW EMPLOYEE ORIENTATIONS

1. The University shall notify AFSCME in advance of scheduled campus-wide/medical center-wide/laboratory-wide new employee orientations, if any, upon request of the local AFSCME representative.
2. At the University’s new employee orientation, if any, packets of information supplied by AFSCME, which may include information about the time and location of the AFSCME meeting, shall be made available.
3. AFSCME shall be permitted to meet with the new bargaining unit employees according to campus/medical center/Laboratory timetables and practices immediately after new employee orientation sessions, if any, for the purpose of sharing information with new bargaining unit employees.
4. Information about the time and location of the AFSCME meeting shall be announced at the new employee orientation meeting, if any. Employees may attend AFSCME meeting on non-work time, such as lunch or break times.
5. The University and AFSCME agree to meet and confer over arrangements to accomplish the goals of this section.

O. LEAVE OF ABSENCE FOR UNION BUSINESS

In accordance with the provisions of this article the University will provide reasonable leaves of absence for Union business for periods of one day up to a maximum of three (3) years in accordance with section B., below.

1. Employee Eligibility for Leave
 - a. AFSCME shall submit to the Director – Labor Relations at each campus/hospital/LBNL, 30 days in advance of the leaves requested, and the names of the non-probationary career union members at that campus who are eligible for the leave.

- b. The University may grant one FTE (261 days) of paid reimbursed leave for every 500 bargaining unit employees and no more than two FTE (522 days) per campus, hospital, and the LBNL without loss of compensation. However, only one employee shall be released per department per leave. The University need not grant the leave when it can demonstrate compelling business needs, or if a campus, hospital or laboratory has fewer than 50 AFSCME employees per unit.

2. Pay Status

During the paid reimbursed leave, the employee shall be paid by the University, and shall continue to accrue service credit; and shall retain all benefits to which the employee was entitled prior to the start of the leave. Employee benefit contributions will continue to be deducted during the leave.

- a. During the paid reimbursed leave the employee shall be eligible for increases in accordance with campus practices.
- b. Any leave granted in accordance with this section shall not constitute a break in service.
- c. During the paid reimbursed leave, the employee shall not be eligible for Workers Compensation benefits arising out of an injury occurring during the leave from the University. While on Union leave, University employees shall be covered by AFSCME's Workers Compensation carrier.

3. Union Reimbursement

The Union shall reimburse the University 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 submit payment to the University within 30 days of receipt of confirmation of payment to the employee. The University has the right to terminate the leave if the Union fails to provide timely payment.

4. Long Term Leave (30 days to 3 years)

- a. Upon at least 30 calendar days' advance written request from the AFSCME Local 3299 Director and the employee, to the campus'/hospital's/LBNL's Labor Relations Office, a non-probationary career employee shall be granted leave for Union business in accordance with this section. Such paid reimbursed leave shall be granted for a fixed period of time not less than thirty (30) days and not longer than three (3) years. Subsequent requests for release of statewide union officers of president, statewide service unit vice-president, executive vice-president, recording secretary, and secretary-treasurer shall not be unreasonably denied.
- b. The University shall not be required to return an employee on paid leave to active employment status prior to the completion of the stated duration of the leave.
 - 1) The duration of the leave shall be specified at the time the employee requests the leave. No leave shall be granted unless the written request specifies the duration of the leave.
 - 2) The maximum duration of a paid leave with Union reimbursement is three (3) years. Subsequent requests for release of statewide union officers of president, statewide service unit vice-president, executive vice-president, recording secretary, and secretary-treasurer shall not be unreasonably denied.
 - 3) Upon return, the employee shall be placed in the same or similar position from which the employee took the paid reimbursed leave, in accordance with §5, below. The employee shall receive the rate of pay that would have been provided to the employee as a result of range adjustments provided during the leave.

- 4) Placement of the employee in his/her previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of leave of absence.

5. Short Term Paid Leave (2-29 Days)

- a. Upon at least 15 calendar days' advance written request from the AFSCME Local 3299 Director and the employee, to the campus'/hospital's/LBNL's Labor Relations Office, a non-probationary career employee shall be granted leave for Union business. Such paid reimbursed leave shall be granted for a fixed period of time not less than two days and not longer than twenty-nine (29) days. The duration of the leave shall be specified at the time the employee requests the leave. No leave shall be granted unless the written request specifies the duration of the leave.
- b. The University shall not be required to return an employee on paid leave to active employment status prior to the completion of the stated duration of the leave. The parties may agree to shorter notice.

P. ONE-DAY LEAVES

Upon seven (7) calendar days' advance written notice to her/his supervisor, local Union officers and local Union stewards shall be granted one (1) day of paid reimbursed leave for union business. Permission for such leave shall not be granted for a period of less than one (1) day, and such permission shall not be granted to any individual employee more than once per month. The granting of such permission to local stewards and officers shall be subject to the operational needs of the University and may be granted to one or more, but not necessarily all, such employees on the same shift in the same operational area. Such permission shall not be denied unreasonably.

Q. FAILURE TO RETURN FROM LEAVE

An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned his/her job, in accordance with Article 33 - Resignation, if such failure to return exceeds five consecutive working days of the anticipated return date.