

ARTICLE 2: ACCESS

The Laboratory agrees that non-employee officers and representatives of SPOA shall be admitted to the premises of the Laboratory at reasonable times and upon no less than twenty-four (24) hours notice to and approval from the appropriate Laboratory representative. When a situation warrants shorter notice, the parties shall mutually agree to waive such notice. Such visitation shall be for the purpose of ascertaining whether this Agreement is being observed by the parties and for activities specified in Article 6 - Grievance Procedure. The Laboratory shall inform SPOA as to the Laboratory Representative to be notified of an impending visit.

A. Bulletin Boards

1. Where bulletin boards or bulletin board space is available for SPOA, such availability shall continue.

2. Bulletin board availability for display of appropriate materials related to the bargaining unit, based on existing Laboratory practices, understandings and agreements, shall be provided on the following basis:

a. The Association may use bulletin boards designated by the Laboratory to post materials related to Association business. Any materials posted must be dated and initialed by the Association representative responsible for the posting and a copy of all materials posted must be provided to the appropriate Laboratory representative at the location at the time of posting.

b. All materials shall be posted by an officer of the Association and may include but not be limited to the matters listed below:

1. Association recreational and/or social affairs;
2. Association appointments;
3. Association elections;
4. Results of Association elections;
5. Association meetings;
6. Reports of Association Standing Committees; and
7. Other materials which have been authorized by the Laboratory and the President of the SPOA.

c. The Association agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted.

d. In the event a dispute arises concerning appropriateness of the material posted, the Laboratory shall notify a member of the Association as to the nature of the dispute before removing the material in question.

e. Bulletin board space available to the SPOA shall be maintained by the President of the Association. Bulletin boards shall be currently available at Site 300 squad room, Livermore squad room, 332 break room, the site 300 range and the new training room in building 175.

3. 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 borne by the Association.

4. Wall racks and literature display equipment, if any, shall be subject to the same provisions

of this Article regarding bulletin boards.

B. Mail Service

Access to the Lawrence Livermore National Laboratory's internal mail system by SPOA shall be limited to mailings to employees at the main Livermore site only.

SPOA may use the Laboratory mail system subject to the following: 1.

Definitions

a. Laboratory Contact

Laboratory Contact shall be the Office of Staff Relations. b.

General Distribution

General Distribution shall mean a mailing by SPOA of the same or similar material to a group of twenty-five (25) or more employees.

2. Mailing Standards

a. Addressing Requirements

All mail must be properly addressed. A proper address includes: the full name of addressee, the exact L-code (location code) and the return address; however, these requirements may change from time to time. Mail which is not addressed according to these requirements may be delayed in delivery, returned to sender or discarded. General Distribution mailings must be properly addressed and pre-sorted by mail stop (L-code).

b. Height, Size and Packing Requirements

Per piece requirements for mailings are as follows, no,

- Heavier than 8 ounces.
- Larger than 9 x 12 inches
- Thicker than 2 inches
- Smaller than 3-1/2 x 5 inches

c. Content Limitations

Mailings that advocate or encourage unlawful conduct or disruptive conduct unprotected under HEERA by Laboratory employees shall not be sent through the internal mail system.

The contents of all mailings must conform to appropriate Federal and State Laws and regulations and U.S. Postal regulations.

d. Frequency of Access

SPOA will be limited during each calendar year to twelve (12) General Distribution mailings.

e. Priority

SPOA General Distribution mailings will be given third level priority by Mail Services after internal Laboratory mail and First Class mail respectively. SPOA mailings of the same or similar materials to a group of less than 25 employees shall be given second level priority by Mail Services similar to First Class mail. Delivery may be delayed by things such as staffing levels, mail volume, properly or-improperly prepared mail, business interruptions, holidays, vacation schedules, and Laboratory close-downs.

Arrangements for delivery of General Distribution mailings must be made by submitting a completed "Request for General Distribution Mailing by Employee Organization Through the LLNL Internal Mail System" to the Laboratory Contact. (Per letter April 19, 1996) Such request must be received by the Laboratory Contact at least five (5) business days in advance of the delivery of material by the Authorized Employee Organization Representative to the Mail Services facility. SPOA may be required to delay delivery of material to the Mail Services facility, for a reasonable period of time in order to facilitate effective Mail Services operations. Mailings without a written authorization from the Laboratory Contact for processing will not be accepted for delivery by Mail Services.

In locations where individual employee mail boxes exist, the Association may use such boxes provided:

1. The distribution of literature by the Association shall be done during non-work time. The Association shall be responsible for clearing and disposing of Association materials. A failure by the Association to comply with this provision shall result in this privilege being revoked.

2. The access is otherwise consistent with the access provisions of this Agreement;
and

3. The use complies with applicable Laboratory rules and regulations.

Failure to comply with these provisions may result in the denial of access to the internal mail system for a period of up to one (1) year or a limitation on the number of General Distribution mailings.

C. Telephone Use

Necessary telephone calls of personal nature from Laboratory extensions are permitted but should be kept to a minimum to keep telephone lines open for Laboratory business. Public telephones are located in various areas for employee convenience.

Employees may not charge personal or Association toll calls to the Laboratory. Employees are to bill personal or Association toll calls to their residence phone, credit card, call collect or use a public telephone.

D. Use of Laboratory Facilities

Subject to the time, place and manner rules currently in effect Laboratory facilities may be used for Association meetings subject to the operating needs of the Laboratory. Requests for use of such Laboratory facilities shall be made in advance to the appropriate Laboratory Representative. In the event the facilities requested by the Association have already been scheduled for other activities at the time the Laboratory receives the

Association's request, the Laboratory shall not be required to change the existing scheduled use of the facility to accommodate the Association. The Employer may supplement, alter, modify, amend or when necessary rescind the designated meeting rooms and the days and hours available.

E. Preparation, Printing and Distribution of the Agreement

1. In consultation with the Association, the Laboratory shall prepare the official version of this Agreement. The Association may review the camera ready copy of the Agreement prior to printing. The Laboratory shall print and retain the official version of the Agreement.

2. The Laboratory, at its sole non-grievable discretion, may elect either, neither or both of the following options:

- a. to print and distribute copies of this Agreement to the employees covered by the Agreement; and
- b. to identify central locations where copies of the Agreement are available for review.