

## **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 union activities. In the interest of facilitating these purposes, and in accordance with local campus/hospital procedures, the parties agree to this Article.
2. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/hospital.

### **B. ACCESS BY THE UNION/UNION REPRESENTATIVES - GENERAL PROVISIONS**

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/hospital procedures.
2. IAFF will furnish the University with a written list of all IAFF representatives, IAFF designated employee representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by IAFF and any changes, additions or deletions to the list must be made in writing to the University.
3. 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.

Designated union representatives may request access to Fire Fighters during work hours with the prior approval of the University. Approval will be at the discretion of the University.

### **C. EMPLOYEE REPRESENTATIVES**

1. The University shall recognize IAFF designated employee representatives who are members of the bargaining unit. The function of the IAFF designated 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. For the purposes of receiving paid release time as provided in this Section, IAFF may designate four (4) unit employees as "IAFF designated employee representatives" at each campus. Additionally, in the event a campus has more than two-hundred employees, IAFF may designate one (1) additional IAFF designated employee representative for each additional one hundred (100) bargaining unit members thereafter, up to a maximum of seven (7) IAFF designated employee representatives. IAFF shall not designate more than one (1) IAFF designated employee representative per department of 100 employees or less. For each additional 100 employees, or fraction thereof, in a department IAFF shall be allowed one (1) additional representative in that department.
  - a. The total cumulative use of paid release time for the IAFF designated employee representative shall be limited to ten (10) hours in any one (1) month. University-convened meetings pursuant to Article 10 - Grievance Procedure, shall not be deducted from this block of time.
  - b. The use of the maximum of ten (10) hours shall be for grievance-related activity such as:
    - 1) the initial hand-delivered filing of a grievance and the retrieval of University documents provided pursuant to a written request for information related to a grievance;
    - 2) one on one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement which is at the Informal Review stage of Article 10 - Grievance Procedure;
    - 3) meetings with the University representative to whom written grievances are presented or to whom documents related to filed grievance are presented/signed or with whom time limit agreements are achieved;
    - 4) Informal Review meetings held pursuant to Section E of Article 10 - Grievance Procedure;
  - c. A request for release time will be made to the IAFF designated employee representative's supervisor prior to the activity. Such approval shall be granted solely on the basis of operational needs and shall not be denied unreasonably.
  - d. At its sole discretion, the University may authorize use of release time for more than ten (10) hours in a month per department. The exercise of this discretion and/or the enforcement by the University of the ten (10) hour maximum shall under no circumstances establish a precedent for the IAFF designated employee representative or department involved nor

shall the allowance of greater than ten (10) hours in a month for an IAFF designated employee representative have any effect or bearing on the ability of the University to enforce the ten (10) hour maximum on any other IAFF designated employee representative.

- e. Should a question of possible abuse of these release time provisions arise, the University will so notify IAFF, and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.
- f. In the event that release time granted under Section C.2.a above is not sufficient for the representative's duties and additional time is not granted under Section C.2.d above, the employee representative may elect to use vacation time in accordance with Article 42 - Vacation, or leave without pay in accordance with Article 17 - Leaves for Union Business.

#### **D. MEETING ROOMS AND BULLETIN BOARDS**

1. IAFF shall be granted use of general purpose meeting rooms. Such use shall be arranged in accordance with the usual practice for employee organizations and will not be unreasonably denied. Where the usual practice involves providing advance notice to a designated campus/hospital, IAFF shall observe such practice. 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.
2. IAFF shall have access to general purpose bulletin boards and shall have the use of those bulletin boards subject to campus custom, usage and practice. 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. At those locations where the University is responsible for posting material on bulletin boards, the University will post copies of the IAFF provided material within one (1) business day.

#### **E. MAIL DELIVERY**

United States mail which is received by the University bearing an employee name and accurate address will be placed in the employee mailboxes 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 restricted work area, IAFF may make arrangements with the responsible University official in the restricted work area to have the IAFF mail placed in the employee mailboxes. Where mailboxes do not exist for employees, the University will distribute IAFF mail to employees by the normal method.

**F. ACCESS TO EMPLOYEE HOME ADDRESS AND TELEPHONE NUMBERS**

1. On a monthly basis, the University shall provide IAFF 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, appointment type, campus mailing address 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 IAFF 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 and telephone number as confidential. Such notice will be provided when the union provides its “Hudson” notice to employees.
3. The University will delete from bargaining-unit employees’ employment forms the option of withholding home addresses and phone numbers from the Union.
4. Upon written request by IAFF, the University will provide the undisclosed home addresses to a mutually agreed-upon mailing service firm through which IAFF 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. IAFF will bear all costs associated with this service.
5. Employee work and home addresses and telephone numbers 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 this Section F; or (b) any action of the Union taken pursuant to, or in violation of, this Section F. The Regents will give the Union prompt written notice of any claim, suit or liability which it contends is subject to this provision.

**G. ACCESS TO AGREEMENT**

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

**H. TELEPHONE**

Employee representatives may use University telephones for the purpose of conducting union business which is specifically authorized by Article 10 - Grievance Procedure. 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 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.

**I. E-MAIL USE**

IAFF designated employee representatives may use their University e-mail account for the purpose of conducting union business which is specifically authorized by Article 10, 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.

**J. CAMPUS-WIDE NEW EMPLOYEE ORIENTATION**

1. The University shall notify IAFF in advance of scheduled new employee orientations, if any, upon request of the local IAFF representative.
2. At the University's new employee orientations, if any, packets of information supplied by IAFF, which may include information about the time and location of the IAFF meeting, shall be made available. Employees may attend IAFF's meeting on non-work time, such as lunch or break times.
3. IAFF shall be permitted to meet with the new bargaining unit employees according to campus/hospital timetables and practices immediately after new employee orientation sessions, if any, for the purpose of sharing information with new bargaining unit employees.
4. The University and IAFF agree to meet and discuss on a campus basis over arrangements to accomplish the goals of this Section.