

## **ARTICLE 7: ACCESS**

The Employer agrees that non-employee officers and representatives of the Union 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 Staff Relations. 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 the Grievance Procedure and other interactions with the bargaining unit including education, presentation of new union benefits, and other informational meetings. The Employer shall inform the Union 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 the Union, 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 Union may use bulletin boards designated by the Employer 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 Laboratory Representative at the location at the time of posting.
  - b. All materials shall be posted by a designated member of the Union and may include but not be limited to the matters listed below:
    1. Union recreational and/or social affairs;
    2. Union appointments;
    3. Union elections;
    4. Results of Union elections;
    5. Union meetings;
    6. Reports of Union Standing Committees; and
    7. Other materials which have been authorized by the Employer and the President of the Union.
  - c. The Union 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 Employer shall notify an SPSE-UPTE executive board member as to the nature of the dispute before removing the material in question.
  - e. Bulletin board space available to the Union shall be maintained by the President of the Union. Bulletin boards shall be available at Livermore and Site 300.

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 Union.
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 the Union shall be limited to mailings to employees at the main Livermore site only. The Union may use the Laboratory mail system subject to the following:

### **1. Definitions**

#### **a. Laboratory Contact**

Laboratory Contact shall be Staff Relations.

#### **b. General Distribution**

General Distribution shall mean a mailing by the Union of the same or similar material to a group of twenty-five (25) or more bargaining unit 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;
- No larger than 9 x 12 inches;
- No thicker than 2 inches;
- No smaller than 3-1/2 x 5 inches.

#### **c. Content Limitations**

Mailings that advocate or encourage unlawful conduct or disruptive conduct 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.

No mailing may contain material violative of law.

#### **d. Frequency of Access**

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

**e. Priority**

The Union General Distribution mailings will be given third level priority by Mail Services after internal Laboratory mail and First Class mail respectively. The Union mailings of the same or similar materials to a group of less than twenty-five (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 LLNS Internal Mail System" to the Laboratory Contact. 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. The Union 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 Union may use such boxes provided:

1. The distribution of literature by the Union shall be done during non-work time. The Union shall be responsible for clearing and disposing of Union materials. A failure by the Union 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 a 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 Union toll calls to the Employer. Employees are to bill personal or Union toll calls to their residence phone, credit card, call collect or use a public telephone.

**D. Use of Facilities**

Non-work areas, including lunch rooms at Livermore and Site 300, may be used for Union meetings subject to the operating needs of the Department. Requests for use of such facilities shall be made in advance to Staff Relations. In the event the facilities requested by the Union have already been scheduled for other activities at the time the Employer receives the Union's request, the Employer shall not be required to change the

existing scheduled use of the facility to accommodate the Union. 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 Union, the Employer shall prepare the official version of this Agreement. The Union may review the camera ready copy of the Agreement prior to printing. The Employer shall print and retain the official version of the Agreement.
2. The Employer, 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.