

**ARTICLE 31
MISCELLANEOUS**

A. JURISDICTIONAL AREAS

Grievance representatives certified by FUPOA shall have authority to act on behalf of FUPOA 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 FUPOA.

Time in a without-loss-of-straight-time pay status for grievance representatives shall be as specified in Section E. of Article 2 - Access. 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.

B. LABOR-MANAGEMENT MEETINGS

The University and the FUPOA agree that labor-management meetings for the areas of discussion set forth below shall be held in accordance with the following provisions:

1. Local Campus/Labor-Management Meetings

- a. Upon the request of either party, Local labor-management meetings shall be held quarterly, unless mutually agreed otherwise by the parties.
- b. Provided that the local campus has employees covered by this Agreement, one bargaining unit employee shall be in a without-loss-of-straight-time pay status not to exceed a total of eight hours each per meeting. The parties may mutually agree to allow additional unit employees to attend the local campus/labor-management meetings. The parties may by mutual agreement place the additional attendee(s) in a without-loss-of-straight-time pay status. One non-employee FUPOA staff member may attend the local campus management meetings.
- c. Any travel and subsistence expenses incurred shall be the responsibility of the employees. However, reasonable actual travel (at the employees' campus) during the employees' regularly scheduled hours of employment shall be in a without-loss-of-straight-time pay or benefits status not to exceed a total of eight hours for any one meeting which shall also include the time actually spent in the labor-management meeting.
- d. Items to be included on the agenda for the aforementioned labor-management meetings are to be submitted at least seven calendar days prior to the scheduled date of the meeting if at all possible. Each party shall designate a chair, who shall have responsibility to make arrangements for the scheduled labor-management meeting. The chairs shall mutually agree to the agenda, time and place of the meeting. Appropriate agenda items for such meetings include:
 - 1) Administration of the Agreement;
 - 2) Disseminate general information of interest to the parties;
 - 3) Health and safety matters regarding bargaining unit employees;

- 4) Information regarding personnel transactions and vacancies;
- 5) Subjects of interest of employees of the bargaining unit, including topics such as alternate work schedules and child care;
- 6) Provisions of the contract which call for local mutual agreement;
- 7) Additional items mutually agreed to by the parties for placement on the agenda, and
- 8) Shift schedule rotation and assignment.

2. University-wide Labor-Management Meeting

- a. Upon request of either party, University-wide labor-management meeting shall be held once a year unless mutually agreed otherwise. The Office of Labor Relations of the Office of the President and FUPOA shall discuss items such as the administration of this Agreement. The agenda for this meeting shall be determined by mutual agreement of the parties at least seven calendar days prior to the scheduled meeting date.
 - b. FUPOA may request release time for up to a total of nine (9) bargaining unit employees (but no more than one from each campus). Such representatives will be released from work in a without-a-loss-of-straight-time status to attend the scheduled meeting(s), provided FUPOA has given the University at least seven (7) calendar days notice of his/her selection. The parties may by mutual agreement:
 - 1) Increase the total allowable hours of without-loss-of-straight-time pay status;
 - 2) Allow additional unit employees to attend the University-wide labor-management meeting;
 - 3) Place the additional attendees in without-loss-of-straight-time pay status.
 - c. Any travel and subsistence incurred shall be the responsibility of the employees. However, reasonable actual travel during the employees' regularly scheduled hours of employment shall be in a without-loss-of-straight-time pay or benefits status not to exceed a total of eight hours for any one meeting which shall also include the time actually spent in the labor-management meeting.
3. It is expressly understood by the parties that the purpose of the aforementioned labor-management meeting(s) is not to negotiate but is to discuss and provide information. In no way may the result of such meetings be to change, eliminate or add to the provisions of this Agreement.

C. INDEMNIFICATION

Pursuant to and as regulated by the terms, limitations and qualifications of California Government Code § 995 et seq., the University of California shall provide the defense and indemnification for University employees within the unit covered by this Agreement who are sued on account of acts or omissions arising from the course and scope of their employment

with the University. The provisions of and applications of the Indemnification provision are not subject to Article 6 - Grievance Procedure or Article 7 - Arbitration Procedure of this Agreement.

D. PERQUISITES

Meal and/or housing perquisites are provided to employees when they are required as a condition of employment and for the convenience of the University. Such perquisites are considered mandatory. The value, as determined by the University at its sole discretion, of meals and/or housing is included in determining the total compensation of an employee.