

**ARTICLE 18
MISCELLANEOUS**

A. 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.

- B.** Grievance representatives certified by AFSCME shall have authority to act on behalf of AFSCME 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 AFSCME.

Time in a without-loss-of-straight-time pay status for grievance representatives shall be as specified in Section F. of Article 9 - Grievance Procedure. 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. If a certified alternate grievance representative performs the representation duties of the certified grievance representative during the regularly-scheduled shift of the latter, any and all hours spent pursuant to Section F.4. of Article 9 - Grievance Procedure shall be charged to the certified grievance representative.

C. LABOR-MANAGEMENT MEETINGS

The University and the Union 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/Laboratory Labor-Management Meetings**
 - a. Local labor-management meetings shall be held quarterly, unless mutually agreed otherwise by the parties.

- b. Provided that the local campus/Laboratory 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 (8) hours each per meeting. The parties may mutually agree to allow additional unit employees to attend the local campus/Laboratory 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 AFSCME staff member may attend the local campus/Laboratory labor-management meetings.
- c. Any travel and subsistence expenses incurred shall be the responsibility of the employees. However, reasonable actual travel (at the employees' campus/ Laboratory) 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) jurisdictional areas of bargaining unit employees;
 - 4) health and safety matters regarding bargaining unit employees;
 - 5) Affirmative Action matters regarding bargaining unit employees;
 - 6) information regarding personnel transactions and vacancies;
 - 7) give representatives an opportunity to express their views, or to make suggestions on subjects of interest to employees of the bargaining unit, including topics such as alternate work schedules and child care;
 - 8) provisions of the contract which call for local mutual agreement; and
 - 9) additional items mutually agreed to by the parties for placement on the agenda.

2. **University-wide Labor-Management Meeting**

- a. A 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 AFSCME International 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. Provided that the local campus/Lawrence Berkeley National Laboratory has employees covered by this Agreement, ten/nine (10/9) bargaining

unit employees (one from each campus/Laboratory) shall be in a without-loss-of-straight-time pay status for time spent in the labor-management meeting held during their regularly-scheduled hours of employment. 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.

D. 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 9 - Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.

E. 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.