

Article 17
MISCELLANEOUS

A. 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, which 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 Local 3299 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.

B. 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.

C. PERQUISITES

1. 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. 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.
2. Not less than one meal at no charge will be provided to career employees who work in Dining, Nutrition or Food Service departments in the titles listed below at a campus/medical center in connection with their scheduled shift and in accordance with local policy.

5502 Sr. Baker
5503 Baker
5505 Asst. Baker
5522 Sr. Cook
5523 Cook
5524 Asst. Cook
5445 Asst Food Service Manager
5452 Lead Food Service Worker
5650 Prin Food Service Worker
5651 Sr. Food Service Worker
5652 Food Service Worker
5653 Asst. Food Service Worker
3. At locations providing a free or reduced price meal program as of April 1, 2005, Service Unit employees in Nutrition, Dining, Food Service or equivalent departments in the above title codes who currently qualify for the program shall not be charged for their current allowance and shall not lose any meal perquisites in regard to entitlements to or regulations on meal or food allowances, cost limitations or additional charges as a result of implementation of this provision.
4. If an employee changes department or title the benefit accrued to the employee will be based upon the new department and/or title.
5. Changes to this benefit may be bargained locally.