

ARTICLE 32
RELEASE TIME FOR NEGOTIATIONS

- A.** The Union shall designate no more than a total of ten (10) permanent members – not more than one member for each campus -- to its bargaining team for the Police Officer unit. Such members shall be Police Officer employees of the University of California. The designated employees shall be released without loss of straight time pay and benefits from their work assignments to attend scheduled bargaining sessions, including reasonable travel time to attend bargaining sessions. Alternates or substitutes for any of the designated employees shall not be permitted. FUPOA shall provide in writing the names of the designated permanent members of its bargaining team to the Office of Labor Relations at least thirty (30) calendar days prior to the first scheduled bargaining session. In the event any employee designated is to be permanently replaced, the name of the permanent replacement shall be communicated in writing to the Office of Labor Relations. The Office of Labor Relations shall acknowledge in writing the newly designated employee and inform the appropriate work location. Such notification of a permanent replacement shall be made to the Office of Labor Relations prior to the first scheduled bargaining session to be attended by the replacement employee. From time to time and pursuant to applicable provisions of the ground rules for the initial collective bargaining agreement between the parties, FUPOA may have additional members of the bargaining unit attend scheduled bargaining sessions. When such additional members of the bargaining unit attend scheduled bargaining session, these additional bargaining unit participants in the bargaining session shall attend these sessions: at no payroll or travel cost to the University; during their regularly scheduled time off from University work; and the advance notice requirements relative to the permanent bargaining unit members of the Union’s bargaining team as specified in Section D. below shall apply to such additional bargaining unit attendees. Deviation from this section may be made only by mutual agreement of the parties on a case by case basis.
- B.** The hours for which any of the designated employee representatives are in the above referenced without loss of straight time pay and benefits status shall not exceed, for any one (1) day of a scheduled bargaining session, a total of the number of hours at straight time the employee representative was scheduled to work (if any) had he/she not been released from his/her work schedule to attend a scheduled bargaining session. The total hours for which an employee representative is compensated shall not be such that the total results in the payment of overtime generated as a result of having attended a bargaining session. A day of released time for scheduled negotiations is considered a day of work for purposes of the scheduled work week obligations, if the employee representative was scheduled to work on the day scheduled for negotiations. Deviation from this paragraph may be made only by mutual agreement of the parties on a case by case basis.

- C.** The above described treatment of without loss of pay and benefits status shall not result in any double payment for the hours in such status.
- D.** The designated employees representatives shall give their immediate supervisor written notice of their intent to attend scheduled bargaining sessions at least seven (7) calendar days prior to the date of the scheduled sessions. The parties may by mutual agreement agree to a shorter period of notice.
- E.** FUPOA shall provide and certify to the employer an attendance roster at the end of each bargaining session.
- F.** A scheduled bargaining session is defined as the prior agreement of the parties to meet face to face for the purpose of negotiating terms and conditions of an Agreement and that such meeting actually takes place for a reasonable period of time.
- G.** The Union understands and agrees that demonstrable emergency or operational situations, as determined by the campus Chief of Police, may arise which will necessitate that an officer designated to attend a scheduled bargaining session remain at or around the campus in order to render assistance regarding the situation.
- H.** The establishment of travel time and scheduling needs shall occur at the campus level. Employee representatives and the Chief or designee will meet to establish release time for negotiations including release time for travel if necessary and/or shift scheduling which acknowledges the University's scheduling/staffing requirements.