

## **ARTICLE 44- RELEASE TIME FOR NEGOTIATIONS**

- A. The Union shall designate a total of up to three (3) permanent members of their bargaining team who shall be employees of the University of California. These designated employees shall be released from their work assignments to attend scheduled bargaining sessions. Alternates or substitutes for any of the designated employees shall be permitted. To the extent possible, the Union shall provide advance notice of the use of alternates the week prior to the next 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 campus Office of Labor Relations. The campus 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 campus Office of Labor Relations prior to the first scheduled bargaining session to be attended by the replacement employee.
- B. For the designated employees, their status for the time spent at scheduled negotiating sessions, including actual and reasonable travel time, shall be without loss of straight time pay and benefits status. The costs associated with this no-loss-of-pay-and-benefits status shall be borne by the employer. Payment to the employee for such status shall be included as wages in the employee's regular paycheck for the pay period during which the scheduled bargaining sessions occurred. These wages are subject to the same taxes, deductions, etc. usually associated with payment of wages for hours worked. AFSCME shall provide in writing the names of these employees to the campus Office of Labor Relations at least thirty (30) calendar days prior to the first scheduled negotiating session.

- C. The hours for which any of the designated employees are in the above referenced without loss of straight time pay and benefits status shall not exceed, for any one day of a scheduled negotiating session, a total of eight (8) regular hours the employee would have been scheduled to work had he/she not been released from his/her work assignments to attend a scheduled negotiating session. The total hours for which an employee 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. Deviation from this paragraph may be made only by mutual agreement of the parties on a case-by-case basis.
- D. 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.
- E. The designated employees shall give their immediate supervisor written notice of their intent to attend scheduled negotiating 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.
- F. Reasonable travel time means actual travel to and from scheduled negotiating sessions for the designated employees. At the employer's discretion, the designated employees may be required to report to work prior to and subsequent to scheduled negotiating sessions.
- G. 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 or, if no meeting actually takes place, it is the result of the employer's unavailability to appear at the bargaining table.