

ARTICLE 34
RELEASE TIME FOR BARGAINING

A. NOTICE

UPTe 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 designated member 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 permanent replacement, and inform the appropriate work location. Such notification of a permanent replacement shall be made to the Office of Labor Relations two (2) workweeks prior to the first scheduled bargaining session to be attended by the replacement employee. Alternates or substitutes for any of the designated team members may be permitted when UPTe has provided the University with the name and work location of the replacement at least two (2) weeks in advance of the date of the change, unless the parties agree to a shorter notice period.

B. RELEASE TIME

1. Pre-Bargaining Release Time for Successor Negotiations

Unless mutually agreed otherwise, up to nine (9) UPTe representatives (no more than one (1) from each campus) shall receive five (5) days of paid release time in order to provide the University with a comprehensive set of initial proposals for the beginning of bargaining. UPTe shall notify the University two (2) weeks prior to the dates requested for meetings pursuant to this Section and shall designate the UPTe representatives for purposes of the Section.

2. Release Time for Negotiations

UPTe shall designate as a bargaining team member for the unit not more than one (1) active status bargaining unit employee per campus, for a total of no more than eleven (11) bargaining unit employees. These designated team representatives shall be in without-loss-of-straight-time-pay and benefits status for attendance at scheduled bargaining sessions for the unit including reasonable travel time to attend bargaining sessions. Without-loss-of-straight-time-pay status shall be provided only for bargaining sessions, and only for the days which the member would have been scheduled to work had s/he not been released from her/his work assignments to attend scheduled bargaining sessions. The hours for which any of the designated union bargaining team members are in without-loss-of-straight-time-pay status shall not exceed the bargaining

team member's actual scheduled work hours for any one day of a scheduled bargaining session and shall not exceed forty (40) hours per week. Time in without-loss-of-straight-time-pay status for the purpose of bargaining shall not count in the calculation of overtime, and will not result in any double payment for the hours in such status. Deviation from this paragraph may be made only by mutual agreement of the parties on a case-by-case basis.

- C. Bargaining sessions are defined as the pre-scheduled face-to-face meetings, and related caucuses during meeting days, for the purpose of negotiating terms and conditions of an Agreement. If no meeting actually takes place during the scheduled meeting day as the result of the University's unavailability to appear at the bargaining table, or the University agrees that a full-day union bargaining team caucus is necessary to the bargaining process, the University may designate a day without a face-to-face meeting as a "bargaining session".
- D. An employee designated as a bargaining team member for the unit shall provide her/his supervisor with written notice of their intent to attend scheduled bargaining sessions as soon as practicable following the scheduling of bargaining sessions. A bargaining team representative may be denied release time for bargaining, either in paid or unpaid status, if her/his supervisor is not provided at least fourteen (14) calendar days prior notice of her/his need for release time, unless the parties agree to a shorter notice period.
- E. UPTC committee members present at each bargaining session shall provide their signature on the attendance roster provided by the University at each bargaining session.
- F. Reasonable travel time means actual travel, via the most expeditious method of transportation available, to and from scheduled bargaining sessions for the designated employees.
- G. Attendance by a bargaining team member at scheduled bargaining sessions shall constitute fulfillment of the employee's work obligation for that day.
- H. The University shall make a good faith effort to modify a bargaining team member's work schedule in order to accommodate her/his participation in bargaining sessions.