

TENTATIVE AGREEMENT

UC/AFT IX Bargaining
Article 26 – Release Time
for UC-AFT Business
UC Proposal October 11, 2021
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For UC-AFT



Mia L. McIver

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~~ARTICLE 26~~

For the University



Nadine B. Fishel

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RELEASE TIME for UC-AFT BUSINESS

A. RELEASE TIME FOR BARGAINING

1. The University shall provide paid release time for ten (10) **Unit 18 Faculty**, with no more than one (1) per campus department, to attend University-wide negotiating sessions as members of the UC-AFT bargaining team. The UC-AFT shall provide the University with its roster of bargaining team members for whom it is requesting release time at least **forty-five** (45) **calendar** days prior to the end of the academic term immediately preceding the term in which bargaining is scheduled to commence.
2. In the event a team member receiving paid release time gives up ~~their~~ ~~her/his~~ seat on the team and is replaced during a semester/quarter, the University is under no obligation to modify the replacement's work schedule for the remainder of that semester/quarter, although the University shall make a reasonable effort to do so.
3. Alternates and replacements for any of the UC-AFT bargaining team members receiving paid release time shall not be eligible for paid release time unless the UC-AFT designates them permanent, and the University has received written notice of such designation at least thirty (30) calendar days in advance of the first scheduled bargaining session to be attended by the permanent replacement. The University shall make reasonable efforts to provide preferential scheduling to alternates and substitutes.
4. The UC-AFT bargaining team representatives on paid release time shall be in a without-loss-of-salary and benefits-status only for the time spent at scheduled negotiating sessions, including reasonable travel time to and from scheduled negotiating sessions. Payment to the team member for such status shall be included as ~~salary wages~~ in the team member's regular paycheck for the pay period during which the scheduled negotiating session occurred. ~~These~~ **Such salary wages** shall be subject to the same taxes and other deductions normally associated with payment of salary for hours worked. In coordination with UC-AFT bargaining team members, the University shall provide and compensate substitute classroom instructors or offer other means of providing classroom instruction.
5. **Provided the UC-AFT Chief Negotiator has an appointment of at least 67% time in a Unit 18 job title,** they ~~Chief Negotiator for the UC-AFT~~ will be granted course relief of a maximum of one (1) regularly scheduled University course per quarter/semester during negotiations, ~~provided that the Chief Negotiator has at least a 67% time appointment in an NSF title.~~ For a chief negotiator whose primary responsibilities do not involve course instruction, the University shall provide the equivalent of one (1) IWC release time per quarter/semester from their **Unit 18 Faculty** responsibilities. Should the period of negotiations not encompass an entire quarter/semester for which course relief has been provided, the department chair may assign other duties for the remainder of the quarter/semester.

6. If the designated UC-AFT Chief Negotiator is an **Unit 18 Faculty** appointed from the same campus as an **Unit 18 Faculty** who is a designated “release-time” member of the UC-AFT bargaining team, the Chief Negotiator shall become the team member receiving release-time and the campus’ other team member’s release time shall not be paid.
 - a. The UC will provide, where practicable, a work schedule that accommodates the bargaining schedule of the team member who was displaced by the UC-AFT Chief Negotiator.
 - b. In the event the University modifies the bargaining team member’s work schedule and such modification affects the assignment of another **Unit 18 Faculty**, the **Unit 18 Faculty** whose schedule was modified to accommodate the bargaining team member’s participation in negotiations has no right to grieve the modification.

B. RELEASE TIME FOR SYSTEMWIDE CONTRACT ADMINISTRATION

For systemwide administration of the Agreement, *by mutual agreement the University and the UC-AFT may hold such meetings over electronic means in order to ensure cost savings to the University and the UC-AFT.* Such meetings shall be scheduled around the affected Unit 18 faculty members teaching schedule.

C. RELEASE TIME FOR UNION STEWARD(S)

1. No later than April 1st of each year, the UC-AFT shall provide written notice to each campus AP/LR office to designate the steward(s) for the following academic year.
2. The UC-AFT may designate ~~an NSF-Union~~ **one UC-AFT Unit 18 faculty** steward for each UC campus **per academic year who will receive a course release for one term as follows:**
 - a. **The UC-AFT steward must be appointed for 100% time for the academic or fiscal year.**
 - b. **The University will provide one course release or a release from an assigned equivalency per academic year for the steward in accordance with C. 1. above at each campus, with the exception of San Francisco.**
 - c. **The department chair/equivalent will have the discretion to select which course or course equivalency will be released and in what academic term.**
 - d. **The designated steward shall have the option to decline the course release or release from an assigned equivalency.**

e. The designated steward shall be on a without-loss-of-pay-or-benefits status during the term in which they receive the course release.

~~The University will provide no less than the relief equivalent of one course for each academic year to designated stewards.~~

~~The UC-AFT shall reimburse the University for the costs of providing such course relief. When practicable, the UC-AFT shall provide the University with at least a one semester/quarter advance written notice of the NSF who it will designate as a campus steward.~~

D. RELEASE TIME FOR THE UNION PRESIDENT

In the event that Unit 18 members elect ~~an NSF~~ a **Unit 18 faculty** member to be statewide President of the UC-AFT, the University will provide no less than the course **release** relief equivalent of one course per academic year, provided that, when practicable, the President requests such ~~release relief~~ at least ~~one semester/quarter~~ **twelve calendar weeks** in advance of the **term in which they shall be released.** ~~anticipated relief.~~ All costs (salary and benefits) shall be reimbursed by the UC-AFT during the period the University provides **the course release.** ~~relief.~~

E. MISCELLANEOUS

1. The parties agree that it is their intent that the purposes of this provision be fulfilled in such a way so as not to interfere with the effectiveness of the instructional program or the progress of the students which it serves.
2. In the event the UC-AFT Stewards or President does not provide the University with at least one quarter/semester notice of **their** ~~her/his~~ need for course **release** relief, the University may deny course **release** relief for that quarter/semester.
3. Any release time for UC-AFT business granted under the provisions of this Article will result in a commensurate release from assigned work expectations.