

1 designated by the UFF for the purpose of carrying out UFF's obligations in representing
2 employees and administering this Agreement, including lobbying and other political
3 representation. Such leave shall also be granted to up to nine (9) employees for the entire
4 summer term, upon written request by the UFF provided no later than April 7 of the preceding
5 academic year. Upon the failure of the UFF to provide the Board with a list of designees by the
6 specified deadlines, the Board may refuse to honor any of the requests which were submitted
7 late.

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9 (b) The UFF shall reimburse the Board for the employee's salary, fringe benefits, and
10 retirement.

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12 (c) Employees on full-time leave under this paragraph shall be eligible to receive salary
13 increases in accordance with the provisions of the Leave Without Pay Section in Article 17 of
14 this Agreement. Employees on less than full-time leave under this paragraph shall be eligible to
15 receive salary increases on the same basis as other employees.

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17 (d) The Board shall not be liable for the acts or omissions of said employees during the
18 leave and the UFF shall hold the Board harmless for any such acts or omissions, including the
19 cost of defending against such claims.

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21 (e) An employee on such leave shall not be evaluated for this activity. However, such
22 activity shall be considered University service and the Board shall not use such activity against
23 the employee in making personnel decisions.

24 25 3.4 Released Time.

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27 (a) The Board agrees to provide one unit of released time per one-hundred twenty-five
28 (125) employees or fraction thereof each semester and each 13-week summer term to employees
29 designated by the UFF for the purpose of carrying out the UFF's obligations in representing
30 employees and administering this Agreement. The UFF may designate employees to receive
31 released time during the year, provided that:

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33 (1) The UFF shall provide the Board with a list of designees for the academic year
34 no later than July 1 preceding that academic year. The designees shall serve for
35 one (1) academic year. Substitutions for the spring semester may be made upon
36 written notification submitted by the UFF to the Board no later than November 1.
37 The UFF shall provide the Board with a list of designees for the thirteen week
38 summer term no later than April 7th of the academic year preceding the summer
39 term; and

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41 (2) In departments or comparable units with ten (10) or fewer employees, no more
42 than one unit of released time may be assigned without the consent of the
43 department/unit supervisor.

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45 (b) Each "unit" of released time during the academic year shall consist of a reduction in
46 teaching load of one (1) course per Fall or Spring semester for instructional employees or, for

1 non-teaching employees, a reduction in workload of ten (10) hours per week, which shall include
2 a 25% reduction in assigned duties. Each "unit" of released time used during the thirteen week
3 summer term shall be compensated at a rate of 12.5 percent of the employee's nine month salary
4 and shall be considered the equivalent of one summer term course's FTE for instructional
5 employees. For non-teaching twelve month employees, one unit of summer released time shall
6 include a reduction in workload of ten (10) hours per week, which shall include a 25% reduction
7 in assigned duties.

8
9 (c) Employees who are on 50% or more leave of any kind, other than leave pursuant to
10 Section 3.3, shall not be eligible to receive released time.

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12 (d) Upon the failure of the UFF to provide a list of designees by the specified deadlines,
13 the Board may refuse to honor any of the released time requests which were submitted late.
14 Substitutions submitted after the November 1 deadline shall be allowed at the discretion of the
15 Board.

16
17 (e) Employees on released time shall be eligible for salary increases on the same basis as
18 other employees. Their released time activities shall not be evaluated, but such released time
19 shall be considered University service and the Board shall not use such activity against the
20 employee in making personnel decisions.

21
22 (f) Employees on released time shall retain all rights and responsibilities as employees
23 but shall not be considered representatives of the Board for any activities undertaken on behalf of
24 the UFF. The UFF agrees to hold the Board harmless for any claims arising from such activities,
25 including the cost of defending against such claims.