

**Ground Rules for Collective Bargaining between  
the University of Connecticut  
and the University of Connecticut Professional Employees Association**

In the spirit of open communication and to foster respectful, orderly, and productive bargaining, the University of Connecticut (the "University") and the University of Connecticut Professional Employees Association ("UCPEA") (collectively, the "Parties") agree on the following ground rules to be used in bargaining a successor to the collective bargaining agreement between the Parties expiring June 30<sup>th</sup>, 2025:

1. Each Party shall designate a negotiating committee and Chief Spokesperson(s) to represent and speak for its committee. Either Party may designate an alternate to serve in the absence of the Chief Spokesperson(s). The Parties agree to advise each other in writing as to the membership of their respective negotiating committees and any changes or additions to the committees. Up to ten (10) University employees shall be released from duty to attend negotiation sessions identified by UCPEA as its negotiating committee. Labor Relations shall notify such UCPEA negotiation committee members' supervisors of their participation with the expectation that managers allow committee members the time to attend negotiation sessions. Only the Chief Spokespersons shall be authorized to make proposals, requests, commitments and tentative agreements with the other party. The University shall grant union release time to University employees who are members of the UCPEA negotiating committee to participate in negotiation strategy, planning or other related meetings in accordance with the procedures and rules set forth in Article 40 of the Parties' collective bargaining agreement.
2. The Parties shall come authorized and able to reach tentative agreement at the table, subject to ratification by the UCPEA and the approval of the Board of Trustees and the General Assembly, and agree that their respective committees shall come to the table prepared to discuss and negotiate.
3. UCPEA members who are not on the UCPEA negotiating committee may attend negotiation sessions as observers only, subject to the following conditions:

Observers are not permitted to attend negotiation sessions on University time and are required to use vacation, holiday compensatory time, compensatory time, or personal leave if they wish to observe a negotiation session taking place during their normal working hours. Compensatory time under Article 18.2 of the Parties' collective bargaining agreement will not be awarded to UCPEA member observers during any and all pay period(s) in which they observe a negotiation session(s), except in circumstances where the employee is required to work extraordinary hours. The denial of compensatory time shall not be grievable or arbitrable.

UCPEA members who wish to observe a negotiation session taking place during their normal working hours shall request time off through their direct supervisor. Management will not unreasonably deny employees' request to use the leave accruals specified in this section to observe negotiation sessions. Denials of such requests shall not be grievable or arbitrable.

UCPEA will be responsible for administering the process by which member observers request and are approved to attend negotiation sessions. UCPEA will provide the University a list of its approved observers no less than one week prior to any particular negotiation session. UCPEA member observers will be given a week's notice as to whether or not they are approved to attend a particular negotiation session. The UCPEA member also must sign and return the Expectations and Acknowledgment of UCPEA Member Observers Form (Attachment A) to UCPEA with their request to observe a negotiation session. UCPEA will confirm the member has submitted the required documentation ~~been made aware of the restrictions on information-sharing contained in these ground rules~~ and is in good standing in accordance with the UCPEA Constitution. The total number of UCPEA member observers shall not exceed ~~eighteen-fifty~~ (3018) for any given negotiation session. thirty-six

UCPEA member observers will not be permitted to join a negotiation session after the scheduled start time. UCPEA member observers who leave a negotiation session prior to its conclusion will not be permitted to re-enter.

For remote negotiation sessions, UCPEA member observers will join the virtual meeting and be placed in a waiting room until such time as UCPEA may verify their name(s) and admit them into the meeting. No introductions of UCPEA member observers will be made. During remote negotiation sessions, observers will be muted. The Union reserves the discretion to allow UCPEA member observers to participate in Union caucus sessions.

The Parties, by mutual agreement, reserve the right to conduct all or a portion of negotiation session(s) without UCPEA member observers present.

4. Negotiations will be held on such dates, times, and locations as are established by mutual agreement. The Parties agree that bargaining in-person shall be the default mode of meeting, but members of either party's negotiation team may join a meeting remotely, if needed. Observers shall not be permitted to attend in-person meetings virtually. Meeting times may be changed or extended by mutual agreement of the Parties. All sessions will be closed to the press and public.

Before adjourning each meeting, the Parties will set a tentative agenda and confirm the date, time, and location of the next meeting. If no agenda is set, the Parties agree to discuss an agenda not later than the day prior to the next meeting.

5. With prior mutual agreement, certain negotiation sessions may be held remotely through Zoom, or such other virtual meeting platform as mutually agreed to by the Parties.

The Party hosting the Zoom meeting will share co-hosting access with the other Party's Chief Spokesperson or designee for all joint negotiation sessions.

The UCPEA shall be responsible for distributing the link to observers.

Participants and observers agree not to forward, share or permit access to virtual platform access links to unauthorized third parties and they agree to not virtually participate in the remote sessions in public places to the extent it would allow unauthorized third parties to view

or hear the negotiations. Should a negotiating committee member representing a Party accidentally receive an invite or gain access to the other Party's breakout or virtual caucus rooms, said member shall immediately exit and/or not enter said virtual breakout or virtual caucus room.

All participants must turn on their web camera, except in extraordinary circumstances and by mutual agreement of the Parties. All participants shall be muted unless called upon by their Chief Spokesperson(s) to speak.


6. Each Party will be responsible for keeping its own set of minutes and neither Party may record the negotiations by audio or video recorder or any other device or means, inclusive of any capture of screen images. The Parties will exercise the same restrictions on information-sharing from both electronic and traditional meetings.

If any participant representing either Party mistakenly receives any communication intended to be kept confidential by the other Party, said participant will immediately delete said communication without reading it and will notify the other Party that they received said communication so that measures can be taken to avoid a repeat of any such inadvertent disclosure.

7. Formal proposals and counterproposals shall be made in writing, indicate the Party making the proposal or counterproposal, and the date on which it was made. Parties shall provide electronic versions of such documents in a clean copy and in Word format within a reasonable amount of time in advance of the next negotiation session, but not less than 48-24 hours in advance. The Parties agree to mark changes in proposals or counterproposals using a consistent font color or style (i.e. strike through, bold, highlighting). use track changes functionality in the submission of counterproposals. The parties agree to utilize the Times New Roman font, 12 pt. type in their proposals.
8. Counterproposals that are directly responsive to a prior proposal or counterproposal may be made at any time, until a tentative agreement is reached, or impasse is declared.
9. Either Party may caucus at any time during negotiations. The Parties agree to strive to keep caucuses to thirty (30) minutes, except when a Party believes that more time will be necessary in which case they must let the other Party know approximately how much time the caucus is expected to take. In either case the Parties agree to report back at the allotted time if more time is needed.
10. If either Party needs to postpone or cancel a negotiation session, it will provide as much advance notice as possible through the Chief Spokesperson(s) or their designee.
11. No unilateral press releases, reports, or comments to representatives of the news media characterizing the positions of the parties in negotiations will be made by either Party or its representatives. Any communication to the news media characterizing the positions of the Parties in negotiations shall be by prior mutual agreement in written language agreed upon beforehand by both Parties. This condition will no longer be in effect if impasse is declared and statutory binding arbitration is invoked by either Party.

12. All sessions will be closed to the press and public. The Parties agree that all discussions at the bargaining table will be held confidential by the respective negotiating committees, but this is not intended to interfere with either Party's right to keep its constituents informed.
- ~~12.~~13. Either Party, with advance written notice to the other, may invite resource persons to participate in a bargaining session when necessary to discuss any subjects that are raised for which they have expertise.
- ~~13.~~14. All data requests must be made in writing and must be acknowledged within one (1) business day and a good faith effort will be made to provide the data within five (5) business days, e.g. if programming is necessary to fulfill the request. The responding Party will notify the requesting Party of an expected delay within two (2) business days, along with a revised date for completion, as soon as practicable after receipt of the request.
- ~~14.~~15. Items agreed to will be signed by the Chief Spokespersons with the date and time and be understood to be tentative agreements. Once a tentative agreement has been signed, it shall not be withdrawn unless by mutual agreement or unless the complete tentative agreement is disapproved by either UCPEA or the University's Board of Trustees under paragraph 16 below. All tentative agreements are expressly conditioned upon the Parties agreeing upon a complete and comprehensive successor agreement. It is understood that nothing is agreed to finally until both negotiating committees approve the entire package, and it is only at this point that a contract will be submitted to the ratification process for each Party.
- ~~15.~~16. When a complete tentative agreement is reached, it shall be reduced to writing and presented for ratification first by UCPEA and then the University's Board of Trustees. Each Party agrees that any tentative agreement reached at the table shall be recommended to its respective membership for ratification.
- ~~16.~~17. The ground rules may be amended only by mutual written agreement of the Chief Spokespersons.
- ~~17.~~18. These ground rules deal with procedure and not substance of bargaining. Therefore, the Parties acknowledge that they may be signed by the Chief Spokespersons without any formal approval or ratification of their principals and/or membership.
- ~~18.~~19. These Ground Rules are specific to these negotiations and are without precedent in any future negotiations between the University and UCPEA.

For UCPEA

 1/24/25  
Emily B. Demicco Date

 1/24/25  
Elizabeth Sullivan Date

For the University

 1-24-25  
Joshua D. Nadreau Date

**ATTACHMENT A**  
**Expectations and Acknowledgement of UCPEA Member Observers**

I, \_\_\_\_\_, acknowledge I have complied with the following procedures and agree to the following expectations in order to attend negotiation sessions between the University and UCPEA as an observer only.

1. I understand that observers are not permitted to attend negotiation sessions on University time and that I am required to obtain approval from my direct supervisor to use vacation, holiday compensatory time, compensatory time, or personal leave for each negotiation session I attend. ~~If my direct supervisor is a member of the UCPEA bargaining unit, I will forward the time off approval to the first supervisor outside of the bargaining unit for final authorization.~~ I further understand that compensatory time under Article 18.2 of the UCPEA collective bargaining agreement will not be awarded to me during any pay period in which I observe a negotiation session, except where I am required to work extraordinary hours.
2. After receiving management approval to use earned time, I understand that I must submit a written request to UCPEA to observe the negotiation session ~~no later than three (3) business days prior to the negotiation session~~ and provide a copy of my manager's written approval of the time off. I also must sign and return this form to UCPEA with my request to observe a negotiation session.
3. If I am observing a virtual session, I understand that by the close of business the day prior to the negotiation session stated above I will receive a link from UCPEA to join the virtual negotiation session. I agree not to forward or share this link with anyone. I further agree that I will not observe the virtual negotiation session in a public place or other area that would allow unauthorized third-parties to view or hear the negotiations, nor will I permit anyone else to have access to observe the negotiation session. I agree that if I accidentally receive an invite or gain access to the University's virtual caucus room, I will immediately exit and/or not enter said virtual caucus room.
4. I understand that I will not be permitted to join the negotiation session after the session begins. I further understand that if I leave the negotiation session after it begins, I will not be permitted to re-enter.
5. During remote negotiation sessions, I agree to turn my camera ~~off~~on and remain muted during joint sessions.
6. I acknowledge that the University and UCPEA may decide to conduct all or a portion of the negotiation session stated above without UCPEA member observers present.
7. I understand and agree to keep confidential all discussions I observe during the joint negotiation session and any caucus sessions.
8. I understand that all negotiation and caucus sessions are closed to the press and public.

9. I agree that I will not record the negotiation or any caucus sessions by audio or video recorder or any other device or means, inclusive of any capture of screen images.
10. I understand that as an UCPEA member observer, I am not authorized to receive copies of or participate in discussions concerning the specifics of proposals and counterproposals.
11. I agree that if I mistakenly receive any communication intended to be kept confidential by the University or UCPEA, upon discovering the nature of the communication, I will immediately delete said communication without further reading it and will notify the sending party that I received said communication so that measures can be taken to avoid a repeat of any such inadvertent disclosure.

I hereby confirm that I have read this Expectations and Acknowledgement of UCPEA Member Observers form and understand that it describes the procedures and expectations of my conduct as an UCPEA member observer of the negotiation session listed above. I hereby attest that the acknowledgments contained herein are true to the best of my knowledge and belief.

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Printed Name

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Employee Signature

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Date