
ARTICLE 3
UFF PRIVILEGES RIGHTS

3.1 Use of Facilities and Services.

(a) Subject to the ~~rules of the Board and the universities~~ terms of this Agreement, the UFF shall have the right to use University facilities at each university for meetings and to use all other services of the University on the same basis as they are generally available to other University-related groups and organizations. For purposes of this Agreement, which are defined as follows: University-Related Groups and Organizations. These are groups and organizations that are directly related to University operations or the University community, and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, such as faculty committees, University Support Personnel System staff council, direct support organizations, the Faculty Senate, the United Faculty of Florida, etc.

(b) The UFF's use of University facilities and other services shall not be diminished, regardless of any reduction that may subsequently be made in the rights of other university related organizations.

3.2 Communications.

(a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards ~~but on at least one bulletin board per building where a substantial number of employees have offices.~~ in sSpecific locations ~~shall be~~ mutually selected by the University Board and the ~~local UFF Chapter~~ in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University Board after having been posted for a period of thirty (30) days. ~~In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.~~

(b) ~~Each university will~~ The Board shall place links a link in an appropriate place on the university web site to the web site of the local UFF/UCF chapter in such appropriate places on the University web site as identified by UFF.

(c) UFF may use ~~Accessing~~ existing University e-mail listservs or establishing a new listserv allowing the UFF electronic communications with employees shall be the subject of consultation pursuant to Article 2, Consultation. UFF agrees to pay a reasonable annual fee to the university if access to a university maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public office or for exclusive collective bargaining representation to communicate electronically with employees and the Board. Employees who are e-mail recipients of the listserv(s) shall have the right to have themselves removed from the listserv(s) upon their written request.

(d) UFF may use campus mails at no cost.

1 (e) The Board shall not make reprisals of any kind against employees for engaging in any
2 of the forms of communication described in this section.

3
4 3.3 Leave of Absence -- Union Activity.

5 (a) At the written request of the UFF, provided no later than ~~May 1~~ July 1 of the year
6 prior to the beginning of the academic year when such leave is to become effective, a full-time or
7 part-time leave of absence for the academic year shall be granted to up to eighteen (18)
8 employees designated by the UFF for the purpose of carrying out UFF's obligations in
9 representing employees and administering this Agreement, including lobbying and other political
10 representation. Such leave ~~may~~ shall also be granted to up to nine (9) employees for the entire
11 summer term, upon written request by the UFF provided no later than ~~March 15~~ April 7 of the
12 preceding academic year. Upon the failure of the UFF to provide the Board with a list of
13 designees by the specified deadlines, the Board may refuse to honor any of the requests which
14 were submitted late.

15
16 ~~(b) No more than three (3) employees from any university, nor more than one employee~~
17 ~~per fifteen (15) employees per department/unit, need be granted such leave at any one time.~~

18
19 ~~(e b)~~ The UFF shall reimburse the ~~university~~ Board for the employee's salary, fringe
20 benefits, and retirement.

21
22 ~~(d c)~~ Employees on full-time leave under this paragraph shall be eligible to receive salary
23 increases in accordance with the provisions of ~~the Leave Without Pay Section in Article 17.12~~
24 of this Agreement. Employees on less than full-time leave under this paragraph shall be eligible
25 to receive salary increases on the same basis as other employees.

26
27 ~~(e) An employee who has been granted leave under this Article for two (2) consecutive~~
28 ~~academic years shall not again be eligible for such leave until two (2) consecutive academic~~
29 ~~years have elapsed following the end of the leave. Four (4) employees, designated by the UFF,~~
30 ~~shall be exempt from the provisions of this subsection. Other exceptions may be granted at the~~
31 ~~discretion of the Board upon prior written request by the UFF.~~

32
33 ~~(f d)~~ The ~~university or the~~ Board shall not be liable for the acts or omissions of said
34 employees during the leave and the UFF shall hold the ~~university and~~ Board harmless for any
35 such acts or omissions, including the cost of defending against such claims.

36
37 ~~(g e)~~ An employee on such leave shall not be evaluated for this activity. However, such
38 activity shall be considered University service and the Board shall not use such activity against
39 the employee nor shall such activity be considered by the university in making personnel
40 decisions.

41
42 3.4 Released Time.

43 (a) The Board agrees to provide a ~~total of thirty-four (34) units of released time per~~
44 one unit of released time per one-hundred twenty-five (125) employees or fraction thereof
45 each semester and each 13-week summer term to full-time employees designated by the UFF
46 for the purpose of carrying out the UFF's obligations in representing employees and

1 administering this Agreement. The UFF may designate employees to receive released time
2 during the ~~academic~~ year, ~~provided that~~ subject to the following conditions:

3 (1) ~~A maximum of seven (7) released time units per semester may be granted to~~
4 ~~employees at any one (1) university, provided, however, that no more than five (5)~~
5 ~~employees per university shall be granted released time per semester.~~

6 (2) ~~No more than one (1) employee per fifteen (15) employees per~~
7 ~~department/unit may be granted released time at any one time, nor may any employee be~~
8 ~~granted more than a two (2) unit reduction in a single semester.~~

9 **(1) The UFF shall provide the Board with a list of requested designees for the**
10 **academic year no later than May July 1 of the preceding that** academic year. ~~Upon~~
11 ~~approval of the designees by the Board, the~~ **The designees shall serve for one (1)**
12 **academic year. Substitutions for the spring semester may be made upon written**
13 **notification submitted by the UFF to the Board no later than October 15 November 1.**
14 **The UFF shall provide the Board with a list of designees for the thirteen week**
15 **summer term no later than April 7th of the academic year preceding the summer**
16 **term; and**

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

20
21 (b) (1) ~~A~~ **Each** "unit" of released time **during the academic year** shall consist of a
22 reduction in teaching load of one (1) course per Fall or Spring semester for instructional
23 employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week,
24 which shall include a 25% reduction in assigned duties. **Each "unit" of released time used**
25 **during the thirteen week summer term shall be compensated at a rate of 12.5 percent of the**
26 **employee's nine month salary and shall be considered the equivalent of one summer term**
27 **course's FTE for instructional employees. For non-teaching twelve month employees, one**
28 **unit of summer released time shall include a reduction in workload of ten (10) hours per**
29 **week, which shall include a 25% reduction in assigned duties.** ~~Two (2) units shall consist of a~~
30 ~~reduction in teaching load of two (2) courses per Fall or Spring semester for instructional~~
31 ~~employees or, for non-teaching employees, a reduction in workload of twenty (20) hours per~~
32 ~~week.~~

33 (2) ~~A "unit" of released time for DRS employees shall consist of a reduction in~~
34 ~~teaching load of one class per day during a semester for secondary school teachers, or its~~
35 ~~equivalent in time for elementary and middle school teachers and other professional~~
36 ~~employees. If released time cannot be provided as stated above, the university may~~
37 ~~designate it as a teaching overload and released time activities shall occur after normal~~
38 ~~teaching hours. Additionally, one DRS employee may be designated by the UFF as a~~
39 ~~member of the UFF bargaining team and be released from assigned duties for up to~~
40 ~~twelve days. These days are to be used in increments of one whole day.~~

41
42 (c) ~~Released time shall be used for conducting SUS related UFF business, at the~~
43 ~~University or State level, and shall not be used for lobbying or other political representation.~~
44 ~~Leave for lobbying or other political representation may be purchased by the UFF pursuant to~~
45 ~~Section 3.3.~~

46

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

3
4 (e d) Upon the failure of the UFF to provide a list of designees by the specified deadlines,
5 the Board may refuse to honor any of the released time requests which were submitted late.
6 Substitutions submitted after the ~~October 15~~ November 1 deadline shall be allowed at the
7 discretion of the Board.

8
9 ~~(f) An employee who has been granted released time for either or both semesters during~~
10 ~~four (4) consecutive academic years shall not again be eligible for released time until two (2)~~
11 ~~academic years have elapsed following the end of the fourth academic year in which such~~
12 ~~released time was granted.~~

13 As an exception to this limitation, three (3) employees designated by the UFF shall be
14 eligible for released time for responsibilities at the System level for one (1) additional year.
15 These employees shall not again be eligible for released time until two (2) academic years have
16 elapsed following the end of the fifth academic year of released time. These employees shall be
17 identified by the UFF no later than May 1 of the preceding academic year; substitutions may be
18 approved by the Board at its discretion.

19
20 ~~(g f.e.)~~ Employees on released time shall be eligible for salary increases on the same
21 basis as other employees. ~~but~~ Their released time activities shall not be evaluated, but such
22 released time shall be considered University service and the Board shall not use such activity
23 against the employee nor taken into consideration by the universities in making personnel
24 decisions.

25
26 ~~(h g. f.)~~ Employees on released time shall retain all rights and responsibilities as
27 employees but shall not be considered representatives of the ~~university or~~ Board for any
28 activities undertaken on behalf of the UFF. The UFF agrees to hold the ~~university and~~ Board
29 harmless for any claims arising from such activities, including the cost of defending against such
30 claims.

31
32 ~~(i h) Summer. The UFF may designate a total of nine employees to receive a thirteen~~
33 ~~week .25 FTE summer released time assignment. Additionally, two employees may each~~
34 ~~receive a thirteen week .50 FTE summer released time assignment for purposes of UFF~~
35 ~~Step 2 grievance and arbitration processing and coordination. However, no more than a~~
36 ~~total of three (3) units of summer released time shall be designated per university, nor may~~
37 ~~more than one employee per (15) employees per department/unit be designated to receive~~
38 ~~such released time. The UFF shall provide the Board with a list of requested designees no~~
39 ~~later than April 7th of the academic year preceding the summer term.~~

40 ~~All other provisions contained in Section 3.4, except 3.4(a) and (b), shall apply to~~
41 ~~summer released time.~~