
ARTICLE 3
UFF PRIVILEGES

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

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. Specific locations shall be mutually selected by the university 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 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 place a link in an appropriate place on the university web site to the web site of the local UFF chapter.

(c) 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. Employees who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.

3.3 Leave of Absence -- Union Activity.

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

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

(c) The UFF shall reimburse the university for the employee's salary, fringe benefits, and retirement.

(d) Employees on full-time leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of Section 17.12. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

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

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

(g) An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the university in making personnel decisions.

3.4 Released Time.

(a) The Board agrees to provide a total of thirty-four (34) units of released time per semester to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement. The UFF may designate employees to receive released time during the academic year, subject to the following conditions:

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

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

The UFF shall provide the Board with a list of requested designees for the academic year no later than May 1 of the preceding academic year. Upon approval of the designees by the Board, the designees shall serve for one (1) academic year. Substitutions for the spring semester may be made upon written notification submitted by the UFF to the Board no later than October 15.

(b)

(1) A "unit" of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week. Two (2) units shall consist of a reduction in teaching load of two (2) courses per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of twenty (20) hours per week.

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

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

(d) Employees who are on leave of any kind, other than leave pursuant to Section 3.3, shall not be eligible to receive released time.

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

(f) An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted. As an exception to this limitation, three (3) employees designated by the UFF shall be eligible for released time for responsibilities at the System level for one (1) additional year. These employees shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fifth academic year of released time. These employees shall be identified by the UFF no later than May 1 of the preceding academic year; substitutions may be approved by the Board at its discretion.

(g) Employees on released time shall be eligible for salary increases on the same basis as other employees, but their released time activities shall not be evaluated nor taken into consideration by the universities in making personnel decisions.

(h) Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the university or Board for any activities

undertaken on behalf of the UFF. The UFF agrees to hold the university and Board harmless for any claims arising from such activities, including the cost of defending against such claims.

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

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