

and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF.

**1.5 Faculty Orientations.** UFF shall be given the opportunity to sponsor a breakfast, lunch, or reception during the fall faculty new hire orientation.

## **Article 2 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 2**

#### ***CONSULTATION***

Consultation with President. The president or the president's representatives shall meet with the local UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, or any other mutually agreeable matters. Such meetings shall normally occur once (1) each semester in the academic year and once (1) during the summer term unless the parties mutually agree to meet more frequently. Either party may request a consultation. If no request is made for a consultation during any given semester or summer term, as applicable, then the consultation for that semester or the summer term, as applicable, is waived. The party requesting consultation shall submit a written list of agenda items at least one (1) week in advance of the meeting. The other party may add to that agenda by submitting a written list of agenda items to the party calling for the consultation at least the day before the meeting if it wishes to discuss specific issues. Consultations may be used to resolve problems regarding the implementation and administration of the Agreement. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provision of this Agreement. However, grievances that are closed and are no longer subject to the provisions of Article 20 may be discussed.

## **Article 3 (BOT voted to impose 7/25/2013)**

### **ARTICLE 3**

#### ***UFF PRIVILEGES***

**3.1 Use of Facilities and Services.** Subject to the regulations and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. For purposes of this Agreement, University-related groups and organizations are groups 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, faculty committees, and direct support organizations.

#### **3.2 Communications.**

(a) The 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) The University will place a link to the UFF web site in an appropriate place on the University web site, as determined by the University.

### **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 unpaid leave of absence for the academic year shall be granted to up to two (2) employees designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to one (1) employee 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 University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests which were submitted late.

(b) No more than two (2) employees from any college/unit, 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 Article 17. 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. One (1) employee, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

(f) The University shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University 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.