

ARTICLE 3

UFF PRIVILEGES (changes proposed for TA on March 19, 2020, with an expected ratification date: April 23, 2020)

3.1 Use of Facilities and Services. Subject to the rules 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.

3.2 Communications.

(a) The UFF may post bulletins and notices relevant to its position as the collective bargaining agent on at least one bulletin board per building where employees have offices. Specific locations within a building shall be mutually selected by the University and the local UFF Chapter. 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 sixty days. In addition, such bulletin boards may not be used for election campaigns for public office.

(b) The University shall place a link to the local UFF Chapter website at www.collectivebargaining.ucf.edu.

3.3 Leave of Absence -- Union Activity.

(a) At the written request of the UFF, provided no later than May 1 of the preceding 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 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 one 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 late requests.

(b) No more than two employees from any college/unit, nor more than one employee per fifteen employees per department/unit, shall be granted such leave at any one time.

(c) The UFF shall reimburse the University for the employee's fringe benefits.

(d) Employees on leave under this paragraph shall be eligible to receive salary increases in accordance with the provisions of the Leaves Article 17.

(e) An employee who has been granted leave under this Article for four consecutive academic years shall not again be eligible for such leave until one academic year has elapsed following the end of the leave. One 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.

3.4 Released Time.

(a) The University agrees to provide released time each calendar year to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in collective bargaining negotiations, contract enforcement and grievance representation. The Parties shall take coordinated action to facilitate an adequate and mutually convenient bargaining schedule. A maximum of five units of released time shall be granted during each spring and fall semester and four units in each summer session.

The UFF may designate employees to receive released time during the year subject to the following conditions:

(1) A maximum of three released time units per semester shall be granted to employees in any one college. No more than one employee per department shall receive course releases.

(2) The UFF shall provide the University with a list of designees for the academic year no later than May 1 of the preceding academic year. Substitutions for the spring semester shall be made upon written notification submitted by the UFF to the University no later than November 1. A list of designees for the summer shall be submitted no later than April 15 preceding that summer.

(3) Notwithstanding the provisions of section 3.4(a)(1) above, for the 2020 summer C term, four units of released time shall be offered to employees in one college. This alteration in the number of released time units allowable in a single college is for the 2020 summer session only and shall not constitute a precedent for any purpose hereafter.

(b) Each "unit" of released time shall consist of a reduction in teaching load of one course per fall or spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten hours per week, which shall include a 25% reduction in assigned duties. One unit of released time may be used during the summer term at a rate of 12.5% of the employee's nine-month salary and shall be considered the equivalent of one summer term course's FTE for instructional employees. For non-instructional twelve-month employees, one unit of summer released time shall include a reduction in workload of ten hours per week, which shall include a 25% reduction in assigned duties.

(c) Released time shall be used only by members of UFF's designated collective bargaining team and by the UFF's designated grievance representatives, at the University or state level, and shall not be used for lobbying or other political representation.

(d) Employees who are on leave of any kind 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 University may refuse to honor any released time requests that were submitted late. Substitutions submitted after the November 1 deadline shall be allowed at the discretion of the University.

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

(1) As an exception to this limitation, three employees designated by the UFF shall be eligible for released time for responsibilities at the UFF state level for one additional year. These employees shall not again be eligible for released time until two 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 University at its discretion.

(2) One employee, designated by the UFF, shall be exempt from the released time limitations of Article 3.4(f). Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

(g) Employees on released time shall be eligible for salary increases on the same basis as other employees. Their released time activities shall not be evaluated and the University shall not use such activity against the employee 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 for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University harmless for any claims arising from such activities, including the cost of defending against such claims.