

1 **ARTICLE 3**

2 **UFF PRIVILEGES**

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4 **3.1 Use of Facilities and Services.** Subject to the rules and policies of the University,  
5 the UFF shall have the right to use University facilities for meetings and to use all other  
6 services of the University on the same basis as they are generally available to University-  
7 related groups and organizations.  
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9 **3.2 Communications.**

10 (a) The UFF may post bulletins and notices relevant to its position as the collective  
11 bargaining agent on at least one bulletin board per building where employees have offices.  
12 Specific locations within a building shall be mutually selected by the University and the local  
13 UFF Chapter. All materials placed on the designated bulletin boards shall bear the date of  
14 posting and may be removed by the University after having been posted for sixty days. In  
15 addition, such bulletin boards may not be used for election campaigns for public office.

16 (b) The University shall place a link to the local UFF Chapter website at  
17 [www.collectivebargaining.ucf.edu](http://www.collectivebargaining.ucf.edu).

18 (c) UFF may utilize the UCF work email system (ucf.edu) to send messages to in-unit  
19 employees regarding an upcoming election or ratification vote. These messages will be  
20 limited to containing only the following elements: Name of election or ratification vote, time,  
21 date, and place of vote, and instructions directing in-unit employees to the UFF website for  
22 more information. The UFF will copy ccas@ucf.edu on all such communications to UCF  
23 employees. UFF email content will also conform to current PERC and UCF policies and  
24 regulations. Employees are responsible for maintaining up-to-date demographic  
25 information.  
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27 **3.3 Leave of Absence -- Union Activity.**

28 (a) At the written request of the UFF, provided no later than May 1 of the preceding  
29 academic year when such leave is to become effective, a full-time or part-time unpaid leave  
30 of absence for the academic year shall be granted to up to two employees designated by  
31 the UFF for the purpose of carrying out UFF's obligations in representing employees and  
32 administering this Agreement, including lobbying and other political representation. Such  
33 leave may also be granted to one employee for the entire summer term, upon written  
34 request by the UFF provided no later than March 15 of the preceding academic year. Upon  
35 the failure of the UFF to provide the University with a list of designees by the specified  
36 deadlines, the University may refuse to honor any late requests.

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

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

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

42 (e) An employee who has been granted leave under this Article for four consecutive  
43 academic years shall not again be eligible for such leave until one academic year has  
44 elapsed following the end of the leave. One employee, designated by the UFF, shall be  
45 exempt from the provisions of this subsection. Other exceptions may be granted at the  
46 discretion of the University upon prior written request by the UFF.

**Commented [CP1]:** Mutually agreed changes accepted.  
BOT will also accept SQ on 3.2, which does not include language permitting UFF to use the UCF email resource.

**Commented [CP2]:** UFF proposal #03 indicated that content will "conform to policies and legislation as directed by PERC and US Department of Labor"

BOT's position is that the limitations provided will prohibit the UFF from utilizing the UCF resource improperly, but is not objecting to the concept that the emails must also align with UCF policies and regs.

BOT is not prepared to permit use of mass email services without limitations clearly indicated.

Employees would not be able to unsubscribe themselves from a mass email with a @ucf.edu.

BOT is not prepared to address "all technical issues" regarding email distribution.

**Commented [CP3]:** All UCF employees have an obligation to keep their emergency contacts, address, telephone, and email addresses current.

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

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

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53 **3.4 Released Time.**

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

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

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

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

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

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

84 (d) Employees who are on leave of any kind shall not be eligible to receive released  
85 time.

86 (e) Upon the failure of the UFF to provide a list of designees by the specified deadlines,  
87 the University may refuse to honor any released time requests that were submitted late.  
88 Substitutions submitted after the November 1 deadline shall be allowed at the discretion of  
89 the University.

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

94 (1) As an exception to this limitation, three employees designated by the UFF shall  
95 be eligible for released time for responsibilities at the UFF state level for one additional  
96 year. These employees shall not again be eligible for released time until two academic  
97 years have elapsed following the end of the fifth academic year of released time. These  
98 employees shall be identified by the UFF no later than May 1 of the preceding academic  
99 year; substitutions may be approved by the University at its discretion.

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

103 (g) Employees on released time shall be eligible for salary increases on the same basis  
104 as other employees. Their released time activities shall not be evaluated and the University  
105 shall not use such activity against the employee in making personnel decisions.

106 (h) Employees on released time shall retain all rights and responsibilities as employees  
107 but shall not be considered representatives of the University for any activities undertaken on  
108 behalf of the UFF. The UFF agrees to hold the University harmless for any claims arising  
109 from such activities, including the cost of defending against such claims.