

1 **ARTICLE 3**
2 **UFF PRIVILEGES**

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.
8

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.

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. UFF may use mass e-mail services to communicate with employees.~~
25 Employees who are e-mail recipients may unsubscribe themselves from mass emails from
26 UFF. The University, if necessary, will address any technical issues that might impede mass
27 emails to the bargaining unit. UFF mass email content will conform to policies and
28 legislation as directed by PERC and US Department of Labor. Employees are responsible
29 for maintaining up-to-date demographic information.
30

31 **3.3 Leave of Absence -- Union Activity.**

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

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

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

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

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.

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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.

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

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

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

54 (g) An employee on such leave shall not be evaluated for this activity nor shall such
55 activity be considered by the University in making personnel decisions.
56

57 **3.4 Released Time.**

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

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

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

69 (2) The UFF shall provide the University with a list of designees for the academic
70 year no later than May 1 of the preceding academic year. Substitutions for the spring
71 semester shall be made upon written notification submitted by the UFF to the University no
72 later than November 1. A list of designees for the summer shall be submitted no later than
73 April 15 preceding that summer.
74

75 (b) Each "unit" of released time shall consist of a reduction in teaching load of one
76 course per fall or spring semester for instructional employees or, for non-teaching
77 employees, a reduction in workload of ten hours per week, which shall include a 25%
78 reduction in assigned duties. One unit of released time may be used during the summer
79 term at a rate of 12.5% of the employee's nine-month salary and shall be considered the
80 equivalent of one summer term course's FTE for instructional employees. For non-
81 instructional twelve-month employees, one unit of summer released time shall include a
82 reduction in workload of ten hours per week, which shall include a 25% reduction in
83 assigned duties.
84

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

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

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

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

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

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

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

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