

ARTICLE 3 [2016-2017]
[supersedes earlier versions, including 2015-2018]
UFF PRIVILEGES

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. 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) 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 a period of sixty days. In addition, such bulletin boards may not be used for election campaigns for public office.

(b) The University will place a link to the UFF web site 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 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 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 of the requests which were submitted late.

(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 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 will take coordinated action to

51 facilitate an adequate and mutually convenient bargaining schedule. A maximum of five units of released
52 time shall be granted during each spring and fall semester and four units in each summer session. The UFF
53 may designate employees to receive released time during the year subject to the following conditions:

54 (1) A maximum of three released time units per semester shall be granted to employees in
55 any one college.

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

59 (3) Released time shall not become part of the status quo.

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

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

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

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

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

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

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

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

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