

**ARTICLE 3**~~**[supersedes earlier versions]**~~**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 request use of 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.~~ Pursuant to Fla Stat 447.509, the union may not solicit employees during the working hours of any employee who is involved in the solicitation. The union is also prohibited from distributing literature during working hours in areas where the actual work of employees is performed, including but not limited to classrooms, offices, and research labs. Literature may be distributed during an employee's lunch hour, or in areas not specifically devoted to the performance of official duties, such as a faculty lounge or mail room.

**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](http://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

53 enforcement and grievance representation. The Parties shall take coordinated action to facilitate an adequate  
 54 and mutually convenient bargaining schedule. For the 2019 summer session, four units of released time shall be  
 55 granted. For the 2019-2020 fall and spring semester, six maximum of five units of released time shall be  
 56 granted. ~~during each spring and fall semester and four units in each summer session.~~ The UFF may designate  
 57 employees to receive released time during the year subject to the following conditions:

58 (1) A maximum of three released time units per semester shall be granted to employees in any one  
 59 college. Only one course release shall be issued per department.

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

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

65 ~~(4) The UFF shall have the ability to "buy out" one employee per semester and provide one course~~  
 66 ~~release to that individual by reimbursing the university for all salary, fringe, and other benefits for that time~~  
 67 ~~period. After ratification of this agreement, two units of released time shall be offered in Spring 2018 to~~  
 68 ~~employees that do not have a teaching assignment. Five units of released time shall be offered in Summer 2018,~~  
 69 ~~and seven units in Fall 2018.~~

70  
 71 (b) Each "unit" of released time shall consist of a reduction in teaching load of one course per fall or spring  
 72 semester for instructional employees or, for non-teaching employees, a reduction in workload of ten hours per  
 73 week, which shall include a 25% reduction in assigned duties. One unit of released time may be used during the  
 74 summer term at a rate of 12.5% of the employee's nine-month salary and shall be considered the equivalent of  
 75 one summer term course's FTE for instructional employees. For non-teaching instructional twelve-month  
 76 employees, one unit of summer released time shall include a reduction in workload of ten hours per week, which  
 77 shall include a 25% reduction in assigned duties.

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

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

82 (e) Upon the failure of the UFF to provide a list of designees by the specified deadlines, the University may  
 83 refuse to honor any released time requests that were submitted late. Substitutions submitted after the November  
 84 1 deadline shall be allowed at the discretion of the University.

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

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

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

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

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