

1 ARTICLE 3

2 **UFF PRIVILEGES**

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4 **3.1 Use of Facilities and Services.**

5 Subject to the rules and policies of the
6 University, the UFF shall have the right to use
7 University facilities for meetings and to use all
8 other services of the University on the same
9 basis as they are generally available to
10 University-related groups and organizations.

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12 **3.2 Communications.**

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

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

29 ~~(b)(c)~~ UFF may use new or existing
30 university e-mail listservs to communicate with
31 employees and the university. Employees who
32 are e-mail recipients of the listserv shall have
33 the right to have themselves removed from the
34 listserv upon request to UFF. The University

35 will make available to UFF technical resources
36 to resolve issues with listserv(s).

37 **3.3 Leave of Absence -- Union**
38 **Activity.**

39 (a) At the written request of the UFF,
40 provided no later than May 1 of the preceding
41 academic year when such leave is to become
42 effective, a full-time or part-time unpaid leave
43 of absence for the academic year shall be
44 granted to up to two employees designated by
45 the UFF for the purpose of carrying out UFF's
46 obligations in representing employees and
47 administering this Agreement, including
48 lobbying and other political representation.
49 Such leave may also be granted to one
50 employee for the entire summer term, upon
51 written request by the UFF provided no later
52 than March 15 of the preceding academic
53 year. Upon the failure of the UFF to provide
54 the University with a list of designees by the
55 specified deadlines, the University may refuse
56 to honor any late requests.

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

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

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

68 (e) An employee who has been granted
69 leave under this Article for four consecutive

70 academic years shall not again be eligible for
 71 such leave until one academic year has
 72 elapsed following the end of the leave. One
 73 employee, designated by the UFF, shall be
 74 exempt from the provisions of this subsection.
 75 Other exceptions may be granted at the
 76 discretion of the University upon prior written
 77 request by the UFF.

78 (f) The University shall not be liable for the
 79 acts or omissions of said employees during
 80 the leave and the UFF shall hold the
 81 University harmless for any such acts or
 82 omissions, including the cost of defending
 83 against such claims.

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

88 89 **3.4 Released Time.**

90 (a) The University agrees to provide
 91 released time each calendar year to full-time
 92 employees designated by the UFF for the
 93 purpose of carrying out the UFF's obligations
 94 in collective bargaining negotiations, contract
 95 enforcement and grievance representation.
 96 The Parties shall take coordinated action to
 97 facilitate an adequate and mutually convenient
 98 bargaining schedule. A maximum of ~~five-six~~
 99 units of released time shall be granted during
 100 ~~each spring and the~~ fall semester. A maximum
 101 of five units of released time shall be granted
 102 during the spring semester and ~~four-five~~ units in
 103 each summer session:-

104 ~~For the 2019 summer session, four units of~~

~~released time shall be granted. For the 2019-2020 fall and spring semester, six units of released time shall be granted. 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%

140 reduction in assigned duties. One unit of
141 released time may be used during the summer
142 term at a rate of 12.5% of the employee's nine-
143 month salary and shall be considered the
144 equivalent of one summer term course's FTE
145 for instructional employees. For non-
146 instructional twelve-month employees, one unit
147 of summer released time shall include a
148 reduction in workload of ten hours per week,
149 which shall include a 25% reduction in
150 assigned duties.

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

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

161 (e) Upon the failure of the UFF to provide a
162 list of designees by the specified deadlines,
163 the University may refuse to honor any
164 released
165 time requests that were submitted late.
166 Substitutions submitted after the November
167 1 deadline shall be allowed at the discretion
168 of the University.

169 (a) An employee who has been granted released
170 time for either or both semesters during four
171 consecutive academic years shall not again
172 be eligible for released time until two
173 academic years have elapsed following the
174 end of the fourth academic year in which such

175 released time was granted.

176 (1) As an exception to this limitation,
177 three employees designated by the UFF shall
178 be eligible for released time for responsibilities
179 at the UFF state level for one additional year.
180 These employees shall not again be eligible
181 for released time until two academic years
182 have elapsed following the end of the fifth
183 academic year of released time. These
184 employees shall be identified by the UFF no
185 later than May 1 of the preceding academic
186 year; substitutions may be approved by the
187 University at its discretion.

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

194 (b) Employees on released time shall be
195 eligible for salary increases on the same
196 basis as other employees. Their released time
197 activities shall not be evaluated and the
198 University shall not use such activity against
199 the employee in making personnel decisions.

200 (c) Employees on released time shall
201 retain all rights and responsibilities as
202 employees but shall not be considered
203 representatives of the University for any
204 activities undertaken on behalf of the UFF.
205 The UFF agrees to hold the University
206 harmless for any claims arising from such
207 activities, including the cost of defending
208 against such claims.

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