

1 ARTICLE 3

2 UFF PRIVILEGES

3 3.1 Use of Facilities and Services. Subject to the rules and policies of the University,
4 the UFF shall have the right to use University facilities for meetings and to use all
5 other services of the University on the same basis as they are generally available
6 to University-related groups and organizations. UFF will have exclusive access to a
7 union office on campus for union business. UCF will provide UFF with a regular
8 meeting space for mass gatherings of at least 100 people for formal and informal
9 discussions of current interest.

10 3.2 Communications.

11 (a) The UFF may post bulletins and notices relevant to its position as the
12 collective bargaining agent on at least one bulletin board per building where
13 employees have offices. Specific locations within a building shall be mutually
14 selected by the University and the local UFF Chapter. All materials placed on the
15 designated bulletin boards shall bear the date of posting and may be removed by
16 the University after having been posted for sixty days. In addition, such bulletin
17 boards may not be used for election campaigns for public office. UFF has a right to
18 communicate with the bargaining unit through a mass email system independent
19 of any UCF mass email system or listserv. When necessary UCF will provide
20 assistance if UCF email servers are inhibiting mass communication.

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

23 3.3 Leave of Absence -- Union Activity.

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

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

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

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

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

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

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

51 3.4 Released Time.

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

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

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

64 (2) The UFF shall provide the University with a list of designees for the
65 academic year no later than May 1 of the preceding academic year. Substitutions

66 for the spring semester shall be made upon written notification submitted by the
67 UFF to the University no later than November 1. A list of designees for the
68 summer shall be submitted no later than April 15 preceding that summer.

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

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

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

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

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

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

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

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

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