Article 3
UFF RIGHTS

3.1 Use of Facilities and Services.

(a) The UFF shall have the right to use university facilities for meetings and all other services on terms no less favorable than other organizations such as student organizations, honor societies, fraternities, sororities and alumni associations.

(b) The Board shall provide the UFF with the same office as the University is currently providing, unless the Board and the UFF mutually agree to other arrangements.

(c) The UFF's current use of university facilities and other services shall not be diminished.

3.2 Communications.

(a) UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards.

(1) Specific locations shall be mutually selected by the Board or its representatives and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation.

(2) All materials placed on the designated bulletin boards shall bear the date of posting, the signature of the UFF official authorizing the posting and may be removed by the Board or its representatives after having been posted for a period of thirty (30) days. In addition, such bulletin boards may not be used for election campaigns for public office.

(b) The Board shall place a link to the web site of the local UFF in mutually agreed upon places on the university web site.

(c) UFF faculty and faculty representatives may use existing university e-mail listservs to communicate electronically with faculty and the Board. In the event the UFF seeks to establish a new listserv it shall be a subject of consultation pursuant to Article 2, Consultation. Faculty who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.

(d) UFF may use the campus mails, subject to all applicable regulations of the United States Postal Service. The UFF may also use e-mail and any electronic message system, at no cost. The mails may not be used for election campaigns for public office, except that the UFF may announce endorsements made by the UFF or its affiliates.

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(e) The Board shall not make reprisals of any kind against faculty members for engaging in any of the forms of communication described in this section.

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 leave of absence for the academic year shall be granted to up to three (3) faculty members designated by the UFF for the purpose of carrying out UFF's obligations in representing faculty members and administering this Agreement, including lobbying and other political representation. Such leave shall also be granted to up to three (3) faculty members for the entire summer term, upon written request by the UFF provided no later than March 15. The Board may refuse to honor any of the leave of absence requests if they are submitted after the deadline.

(b) No more than one faculty member per fifteen (15) faculty members per department/unit need be granted such leave at any one time, unless the Board and the UFF agree otherwise.

(c) The UFF shall reimburse the Board for the faculty member's salary, fringe benefits, and retirement.

(d) Faculty members on full-time leave under this paragraph shall be eligible to receive salary increases. Faculty members on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other faculty members.

(e) The Board shall not be liable for the acts or omissions of said faculty members during the leave and the UFF shall hold the Board harmless for any such acts or omissions, including the cost of defending against such claims.

(f) An employee on such leave shall not be evaluated for this activity. However, such activity shall be considered university service, and the Board shall not use such activity against the faculty member in making personnel decisions.

3.4 Release Time.

~~(a) In accordance with Section 447.509(3)-(4), Florida Statutes, effective July 1, 2026, the Board or agents or representatives, or persons acting on its behalf, may not provide any form of compensation or paid leave to a public employee, directly or indirectly, for the purpose of engaging in employee organization activities. The actions permitted in Section 447.509(4)(a) and (b), Florida Statutes, are permitted,. Accordingly, while Section 447.509(3)-(4), Florida Statutes, is in effect, the release time provisions in Article 3.4(b)-(h) have no force or effect. If Section 447.509(3)-(4), Florida Statutes, is struck or enjoined by a court of competent jurisdiction or~~

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~~amended by the legislature to permit such compensation and release time, the release time provisions in Articles 3.4(bc) (h) will be reinstated as outlined below.~~

(a~~b~~) The Board and UFF agree that release time under this section shall be administered consistent with Section 447.509, Florida Statutes. Release time may be used, as provided by this section, only with full reimbursement to the University by the UFF for compensation and benefits cost for each release time "unit", as required by law. ~~without loss of pay or benefits, for representational employee organization activities permitted by law, including preparing, filing, or pursuing grievances or unfair labor practice charges; representing employees in investigatory interviews, disciplinary proceedings, appeals, termination proceedings, or other administrative or legal proceedings; collective bargaining and related mediation, factfinding, or arbitration; administering this Agreement; and participating in labor-management committees. Release time shall not be used for employee organization activities outside the statutory definition of representational employee organization activities as found in Section 447.203(9)(i m), Florida Statutes unless such use is otherwise permitted by law, including through unpaid leave, compensated personal leave, donated leave, or full reimbursement by UFF for compensation and benefits where required.~~

~~(a) In accordance with Section 447.509(3)-(4), Florida Statutes, effective July 1, 2026, the Board or agents or representatives, or persons acting on its behalf, may not provide any form of compensation or paid leave to a public employee, directly or indirectly, for the purpose of engaging in employee organization activities. The actions permitted in Section 447.509(4), Florida Statutes, are permitted. Accordingly, while Section 447.509(3)-(4), Florida Statutes, is in effect, the release time provisions in Article 3.4(b)-(h) have no force or effect. If Section 447.509(3)-(4), Florida Statutes, is struck or enjoined by a court of competent jurisdiction or amended by the legislature to permit such compensation and release time, the release time provisions in Articles 3.4(b)-(h) will be reinstated as outlined below.~~

(b~~e~~) The Board agrees to provide a total of twelve~~sixteen~~ (12~~6~~) units of release time during each academic year~~twelve-month period~~ beginning with the fall semester of each year. It will provide the release time to full-time faculty members designated by the UFF for the purpose of carrying out the UFF's obligations in representing faculty members and administering this Agreement. The UFF may designate faculty members to receive release time during the academic year, subject to the following conditions:

(1) In departments/units with fifteen (15) or fewer faculty members, no more than one unit of release time shall be assigned without consent of the department/unit supervisor.

(2) The UFF shall provide the Board with a list of designees for the fall and spring terms no later than May 1 preceding the academic year. No fewer than four (4) units and no greater than six (6) units will be designated for each term. Upon approval of the designees by the Board, the designees shall serve for one (1) academic year or one term as designated by the UFF. Changes

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for the spring semester may be made upon written notification submitted by the UFF to the Board no later than October 15.

(cbd) Release Time Units.

(1) Each "unit" of release time shall consist of a 25% reduction in the academic assignment per fall or spring semester for faculty members. Prior to the UFF notifying the Vice President for Faculty Development and Advancement of the list of designees, the potential designees shall consult with the chair or other immediate supervisor and determine the distribution of the reduction among teaching, research and service assignments so as to best serve the interests of the faculty member and the University. The reduction shall normally come from the teaching assignment, for faculty with teaching responsibilities. Exceptions shall be justified in a written statement signed by the faculty member and the immediate supervisor. Where the faculty member has a teaching assignment after the reduction in academic assignment and the schedule of classes will allow, the University shall arrange for Tuesday – Thursday teaching schedules for faculty members who are designated to receive release time for collective bargaining.

(2) A faculty member may receive more than one "unit" of release time per semester. Release time shall be used for conducting UFF business, and shall not be used for lobbying or other political representation. Leave for lobbying or other political representation may be purchased by the UFF pursuant to Section 3.3.

(dee) Faculty members who are on leave of any kind, other than leave pursuant to Section 3.3, shall not be eligible to receive release time.

(edf) The Board may refuse to honor any of the release time requests submitted after the deadline.

(feg) Faculty members on release time shall be eligible for salary increases on the same basis as other faculty members. Their release time activities shall not be evaluated, but such release time shall be considered university service and the Board shall not use such activity against the faculty in making personnel decisions.

(gfh) Faculty members on release time shall retain all rights and responsibilities as other faculty members but shall not be considered representatives of the Board for any activities undertaken on behalf of the UFF. The UFF agrees to hold the Board harmless for any claims arising from such activities, including the cost of defending against such claims.

~~(g) Summer.~~

~~(1) The Board agrees to provide UFF at least four (4) units and no more than six (6) units of release time assignments in increments of 0.25 FTE over thirteen (13) weeks, but not more than~~

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~~16 units per year in accordance with 3.4(a) above. A faculty member may be designated for more than one unit increment. No more than one faculty member per fifteen (15) faculty members per department/unit may be designated to receive such release time, unless agreed to by the department supervisor.~~

~~(2) The UFF shall provide the Board with a list of requested designees no later than April 7th of the academic year preceding the summer term.~~

~~(3) All other provisions contained in Section 3.4, except 3.4(a) and (b), shall apply to summer release time.~~

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