

ARTICLE 4
UFF RIGHTS

4.1 Use of Facilities and Services.

(a) The UFF shall have the right to use university facilities on terms no less favorable than that afforded to similar groups on campus.

(b) The UFF shall be provided with the same campus office it currently uses or a campus office with equal or greater meeting and storage space. The office shall be provided with secure locks and standard office equipment, including standard campus software, a telephone for local access calling (no long distance service provided), access to the internet, a desk, and a conference table with an appropriate number of chairs.

(c) The UFF's use of university facilities and other services shall not be diminished for the duration of this Agreement.

4.2 Communications.

(a) UFF shall have the right to post bulletins or other such materials relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards. All such postings shall bear the date of posting and may be removed by the Trustees after having been posted for a period of thirty (30) days.

(b) The Trustees shall maintain links to the local UFF Chapter in appropriate, mutually agreed upon places on the University web site.

(c) The UFF shall have the right to use without cost the University's campus mail and e-mail systems (including use of the standard delivery mode to send messages to all faculty) in order to communicate with the faculty and the Trustees and otherwise fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes. However, 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. Faculty members who are e-mail recipients of the listserv(s) shall have the right to have themselves removed from the listserv(s) upon their written request.

(d) The Trustees shall not engage in reprisals of any kind against faculty for using any of the forms of communication responsibly described in Section 4.2.

4.3 Released Time.

(a) Each semester (Fall and Spring) the Trustees shall provide three (3) units of released time to full-time faculty members designated by the UFF for the purpose of carrying out

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the UFF’s obligations in representing employees and administering this Agreement. Five (5) additional units of released time shall be provided during semesters in which the parties are actively engaged in collective bargaining.

(1) Each “unit” of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for faculty with instructional duties or, for faculty without instructional duties, a reduction in workload of ten (10) hours per week, which shall include a 25% reduction in assigned duties.

(2) Each “unit” of released time for the P. K. Yonge Developmental Research School (hereafter “DRS”) faculty members shall consist of a reduction in teaching load of one class per day during a semester for secondary school teachers, or its equivalent in time for elementary and middle school teachers and other professional faculty members. If released time cannot be provided as stated above, the P. K. Yonge Administration may designate it as a teaching overload and released time activities shall occur after normal teaching hours. Additionally, one DRS faculty member may be designated by the UFF as a member of the UFF/UF bargaining team and be released from assigned duties for up to twelve (12) days. These days are to be used in increments of one whole day.

(3) A faculty member may receive more than one “unit” of released time per semester.

(4) Where the faculty member has a teaching assignment and the schedule of classes will allow, the Trustees shall, whenever practicable, arrange for Tuesday–Thursday teaching schedules for faculty members who are designated to receive released time for collective bargaining.

(b) The UFF may designate faculty members to receive released time during the academic year, subject to the following conditions:

(1) In departments with ten (10) or fewer faculty members, no more than one (1) faculty member may be granted released time at any one time without consent of the department supervisor.

(2) The UFF shall provide the Trustees with a list of requested designees for the academic year no later than May 1 of the preceding academic year. The designees shall serve for one (1) academic year.

(3) Substitutions for the Spring semester shall be made upon written notification submitted by the UFF to the Trustees no later than October 31.

(c) Summer.

(1) The UFF may designate a total of three (3) faculty members to receive a thirteen week .25 FTE summer released time assignment. Five (5) additional units of released time shall be provided during semesters in which the parties are actively engaged in collective bargaining. However, in departments with ten (10) or fewer faculty members, no more than one (1) faculty member may be designated to receive such released time at any one time without

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consent of the department supervisor.

(2) A faculty member may receive more than one such thirteen (13) week .25 FTE released-time assignment per summer.

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

(4) All other provisions contained in Section 4.3, except 4.3 (a) and (b), shall apply to summer released time.

(d) Faculty members who are on leave of any kind, other than leave pursuant to Section 4.4, shall not be eligible to receive released time.

(e) The Trustees shall make a good faith effort to ensure that the granting of released time does not adversely affect the academic operations and student support services of the University.

(f) Salary Increases.

(1) Faculty members on released time shall be eligible for salary increases on the same basis as other faculty members.

(2) Released time activities shall not be evaluated, but such activities shall be considered university service. The Trustees shall not use such released time against the faculty member in making personnel decisions. For the purpose of merit-based salary increases, university service performed under the released-time provisions of this article shall be treated no less favorably than other university service requiring comparable commitments of time and effort.

(g) Faculty members on released time shall retain all rights and responsibilities as other faculty members but shall not be considered representatives of the Trustees for any activities undertaken on behalf of the UFF. The UFF agrees to hold the Trustees harmless for any claims arising from such activities, including the cost of defending against such claims (except for claims brought by the UFF alleging a violation of the Agreement or Chapter 447, Florida Statutes).

4.4 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 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.

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(b) In departments with ten (10) or fewer faculty members, no more than one (1) faculty member per ten (10) faculty members per department, need be granted such leave at any one time without the consent of the department supervisor.

(c) The UFF shall reimburse the Trustees for the salary and benefits of the faculty members approved for leave granted under the provisions of this Article.

(d) A faculty member on such leave shall not be evaluated for this activity, but such activity shall be considered university service. The Trustees shall not use such activity against the faculty member in making personnel decisions.

(e) Salary Increases.

(1) Faculty members on leave under this paragraph shall be eligible to receive salary increases on the same basis as other faculty members.

(2) The Trustees shall not use the taking of leave under this Section against the faculty member in making personnel decisions. Upon return from such leave of absence, the University Administration shall adjust the salary of a faculty member who was on full-time leave so that it includes any across-the board, guaranteed minimum, or market equity/compression/inversion adjustments that were applicable to bargaining unit faculty during the full-time leave of absence. 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 and shall receive applicable increases at the time they become effective.

(f) The Trustees shall not be liable for the acts or omissions of any faculty member granted leave under this Section, and the UFF shall hold the Trustees harmless for any such acts or omissions, including the cost of defending against such claims (except for claims brought by the UFF alleging a violation of the Agreement or Chapter 447, Florida Statutes).

4.5 Faculty Orientations. UFF shall be afforded the opportunity to set up a table for the purpose of distributing materials at the University New Faculty Orientation, and the existence and location of that table shall be mentioned during the orientation presentation. Notification by email of the date, time, and location of new faculty orientations shall be made to the UFF/UF President no later than two (2) weeks prior to the event.

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