# ARTICLE 4 UFF Rights

#### 4.1 Use of Facilities and Services

- (a) As the certified faculty bargaining agent, the UFF shall be provided an appropriate campus office with a lock. The office shall be equipped with a computer, standard campus software, a printer, a telephone for local access calling (no long distance service provided), access to the Internet, a desk with chair, two side chairs, and two file cabinets.
- (b) The UFF shall have the right to the use of University facilities and services on terms no less favorable than other groups on campus, including the Faculty Association.

#### 4.2 Communications

- (a) The UFF shall have the right to post notices on bulletin boards on campus where other notices regarding personnel and/or faculty activities are posted. All such postings shall bear the date of posting, and may be removed by the University Administration after having been posted for a period of thirty (30) days.
- (b) The UFF shall have the right to use the University's campus mail and e-mail systems (including use of the "all-faculty" group) to fulfill its statutory responsibilities under Chapter 447, Part II, Florida Statutes.
- (c) The University Administration shall maintain a link for the UFF chapter on the Faculty/Staff page of the University website.
- (d) The University Administration shall maintain a link for the UNF/UFF Contract at any location where the Faculty Handbook is listed on the University Website. Documentation referencing the UNF/UFF contract shall link to the current contract.
- (e) The University Administration shall allow UFF to set up a discussion forum on UNF's Learning Management System; provided that UFF shall be responsible for administering the UFF forum; and that access to the UFF forum shall be limited to in-unit faculty members.

# 4.3 Leave of Absence – Union Activity

- (a) At the written request of UFF no later than March 1 for the next summer term and for the next academic year, a full-time or part-time leave of absence shall be granted to the faculty members designated by UFF provided that such leave does not adversely impact the department's ability to offer the necessary courses or meet other programmatic or student needs. If such request is denied, the University Administration shall provide the UFF the reasons for such denial no later than April 15.
- (b) No more than one faculty member per department shall be granted leave at any one

time under the provisions of this Article, unless the University Administration and the UFF agree otherwise.

- (c) The UFF shall reimburse the University Administration 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 and the University Administration shall not take reprisals against a faculty member for taking such leave.
- (e) Salary Increases. Upon return from such leave of absence, the University Administration will 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 salary increases that were applicable to bargaining unit faculty during the full-time leave of absence. Faculty members who are on part-time leaves of absence shall receive applicable salary increases at the time they become effective.
- (f) The Board of Trustees and the University Administration shall not be liable for the acts or omissions of any faculty member granted leave under this Section and the UFF shall hold the University Administration and Board of Trustees harmless for any such acts or omissions, including the costs of defending against such claims.

# 4.4 Release Time

#### (a) Fall and Spring Semester

Each semester (Fall and Spring) the Board of Trustees and the University Administration shall provide release time to full-time faculty members designated by the UFF for the purpose of carrying out the UFF's obligations in representing faculty and administering this Agreement, on the following schedule:

• Fall Semester: 4 units

• Spring Semester: 4 units

- (1) One "unit" of release- time during the Fall and Spring semesters consists of a reduction in teaching load of one (1) course for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week, which shall include a corresponding 25% reduction in assigned duties.
- (2) A faculty member may receive more than one "unit" of release time per

semester, up to a maximum of two units per semester.

#### (b) Summer

- (1) The UFF may designate a total of three (3) faculty members to receive a thirteen (13) week .25 FTE summer release time assignment.
- (2) A faculty member may receive more than one such thirteen week .25 FTE release time assignment per semester, up to a maximum of two units per summer.
- (3) All other provisions contained in Section 4.4, except 4.4(a) and (e), shall apply to summer release time.

# (c) Release Time for Collective Bargaining

- (1) In addition to the above, a total of 3 additional units in the Fall, Spring, or Summer term, shall be granted when the parties are negotiating a collective bargaining agreement. (One "unit" of release time during the Fall and Spring semesters consists of a reduction in teaching load of one (1) course for instructional faculty or, for non-instructional faculty, a reduction in workload of ten (10) hours per week, which shall include a corresponding 25% reduction in assigned duties, whereas the summer releases shall consist of two 13 week .25 FTE assignments.)
- (2) The parties will endeavor to complete collective bargaining negotiations during the semester in which they begin. In those years when the parties have been delayed in completing collective bargaining negotiations, but are making reasonable progress toward completion, the UFF may designate three additional semester release assignments for the succeeding term.

# (d) Salary Increases while on Release Time

- (1) Faculty members on release time shall receive any across the board, guaranteed minimum, or market equity/compression/inversion salary increases on the same basis as other faculty members. This section shall not be construed to limit a faculty member on release time from earning a merit increase if the faculty member otherwise met the eligibility requirements for merit increases. In evaluating whether a faculty member on release time is eligible for a merit increase, the merit score will still be computed by weighting the teaching component by the appropriate percentage as listed in Article 30 regarding Salaries. The fact that the faculty member had a reduced teaching load will not be used as a basis for reducing the points assigned for the teaching component of the faculty member's merit score.
- (2) Release time activities shall not be evaluated, but such activities shall be considered university service and the University Administration shall not

take reprisals against any faculty member for using release time.

- (e) The UFF may designate faculty to receive release time during the academic year, and Summer Term provided that:
  - (1) In departments with ten (10) or fewer faculty members, no more than one (1) unit of release time shall be assigned, unless agreed to by the department supervisor.
  - (2) The UFF shall provide the University Administration with a list of designees for the next academic year no later than April 1. Upon approval of the designees by the University Administration, the designees shall receive the release time for one (1) academic year, unless the University Administration is notified of a substitute for the Spring semester. Substitutions for the Spring semester shall be made upon written notification submitted by the UFF to the University Administration no later than November 15. The UFF shall provide the University Administration with a list of requested designees for Summer Release Time no later than April 1 of the academic year preceding the summer term.
- (f) Faculty members on release time shall retain all rights and responsibilities as other faculty, but shall not be considered representatives of the Board of Trustees or the University Administration for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University Administration and the Board of Trustees harmless for any claims arising from such activities, including the cost of defending against such claims.

# 4.5 Faculty Orientations

- (a) **Human Resources Orientation**. UFF shall be included in the Human Resources orientation for new faculty and shall be permitted to make a presentation of reasonable length at that orientation. UFF shall be permitted to have a packet of printed material included in the packets provided to the new faculty at the Human Resources orientation.
- (b) **Academic Affairs Orientation**. UFF shall be invited to have a representative present at the Academic Affairs orientation for new faculty. UFF shall be permitted to have a packet of printed material included in the packets provided to new faculty at the Academic Affairs orientation.