

ARTICLE: 14.9 Union Release (Administration Response - Counsel Revision 08-~~1207~~-2026)

Brief paragraph explaining the item change and goal

Counsel revision preserves a defined Presidential release allocation while limiting College-funded time and compensation to the categories permitted by SB 1296.

Supporting argument

This revision is based on Chapter 2026-58 (SB 1296), particularly sections 447.203(9), 447.203(19), and 447.509, Florida Statutes, as amended.

Original Language

The College shall provide either thirty (30) points of release time or thirty (30) points of compensation paid at the overload rate in the Fall and Spring semesters to the Union president to engage in activities directly related to grievances, arbitration, meetings with faculty and/or administration, bargaining, or other such Union matters as may be required. For Summer terms, work will be compensated at ten (10) points.

For a non-instructional faculty member, time equivalent to the credit hours shall be provided as released time in the above instances, where 30 release points is equivalent to 7.5 clock hours release per week.

A faculty member on release time pursuant to this section shall retain all rights and responsibilities as other faculty members including, but not limited to, salary increases.

Counsel Redline to Administration Proposal: (true Track Changes)

14.9 ~~Union-Representational Activities~~ President Representational Release Time

The College and the Union ~~Agree that Union members may engage in any of the following~~ agree that the Union President shall be provided thirty-five (35) points of release time in the Fall and Spring semesters, credited toward the President's contractual load. During such release time, the Union President may engage in representational employee organization activities on behalf of the Union as bargaining agent while in a duty status without loss of regular pay or benefits: preparing, filing, or pursuing -grievances; representing Union public employees-union faculty in investigatory interviews, disciplinary proceedings or appeals, including termination; to the extent permitted by law; engaging in collective bargaining and any related mediation ~~or factfinding, factfinding, or arbitration;~~ administering ~~a collective bargaining agreement~~ this Agreement; or participating in labor-management committees.

For a non-instructional faculty member, time equivalent to the credit hours shall be provided as release time in the above instances, where thirty-five (35) release points is equivalent to 7.5 clock hours of release per week.

A faculty member on release time pursuant to this section shall retain all rights and responsibilities of other faculty members, including, but not limited to, eligibility for salary increases.

~~The parties agree to meet in the 2026 Fall Semester to bargain the issue of release time for the Union President to engage in representational employee organization activities.~~

~~For a Summer term in which the Union President is otherwise in a compensated duty status with the College, the College shall provide ten (10) points of release time, credited against the President's existing Summer contractual duty or load, for the representational activities described above. No separate or supplemental College-funded compensation shall be paid for employee organization activities. Any separate or supplemental compensation may be provided only if authorized by this Agreement and the Union fully reimburses the College for the compensation and benefits as required by section 447.509, Florida Statutes.~~

Meetings or communications with faculty members or administrators are covered by this Section only to the extent directly related to one of the representational employee organization activities listed above.

College-funded release time under this Section shall not be used for employee organization activities that are not representational employee organization activities, including political or legislative activity; membership solicitation, recruitment, or fundraising; seeking certification or recertification as bargaining agent; internal Union administration or governance; Union conventions, conferences, events, or meetings unrelated to the faculty member's College job duties; general Union communications; or representing or speaking for the Union in a setting in which the College is not a participant.

Nothing in this Section prohibits the use of qualifying compensated personal leave, mutually agreed time off without pay or benefits, or Union-reimbursed compensated time for employee organization activities to the extent permitted by ~~section 447.509~~, Florida Statutes.

The Union President shall provide reasonable notice to the appropriate supervisor and Human Resources concerning scheduled release from regular duties ~~and shall report the amount of release time used by the applicable representational category~~. The College shall not require disclosure of privileged communications, grievance strategy, or employee-specific information beyond that reasonably necessary to administer this Section.

CONFORMING REVISION TO CURRENT CBA ARTICLE 5.2

5.2 Facilitation of Faculty Relations

A. The Administration shall allow designated Union representatives time to engage in ~~activities directly relating to grievances, arbitration, or the Agreement~~ representational employee organization activities, as set forth in Article 14.9, that are performed on behalf of the Union as bargaining agent and occur during their scheduled hours. Union representatives shall ~~receive such time as is necessary to perform the activities without loss of pay~~ remain in duty status for such time as is necessary to perform those activities without loss of regular pay or benefits, subject to ~~section 447.509~~, Florida Statutes. Union representatives shall notify their immediate Administrative supervisor(s) of the need for ~~time off~~ release from regularly scheduled duties for the performance of these activities, and such time shall be limited to no more than six (6) hours to be divided among no more than three (3) representatives per week per campus. Time used by the Union President under this subsection for an activity also covered by Article 14.9 shall not result in additional or duplicative College-funded compensation.

B. The Union shall provide each Campus President and the Executive Director of Human Resources with an updated and current list of certified Union representatives at each campus within thirty (30) working days after the ratification of this Agreement and, thereafter, within ten (10) working days after the new representatives are selected each year by the Association.