

ARTICLE 1
RECOGNITION

1.1 Bargaining Unit. Pursuant to Certification No. 1391 issued April 28, 2003, by the Public Employees Relations Commission following a petition for voluntary recognition, the Board ~~has recognized~~ the ~~UCF-UFF~~ as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment as specifically set forth in this Agreement, for all employees in the bargaining unit described in the certification as amended. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of classifications included in the bargaining unit.

1.2 Historical Overview. The United Faculty of Florida was the certified bargaining agent for the faculty and other professional employees employed in the State University System of Florida from 1977 through January 6, 2003. The UFF negotiated a series of collective bargaining agreements with the Florida Board of Regents and its successor, the Florida Board of Education, the last of which was effective through January 7, 2003. As a result of the implementation of Article 9, Section VII of the Florida Constitution approved by the voters in November, 2002, the University of Central Florida Board of Trustees became the public employer of the public employees employed at the University of Central Florida on January 7, 2003.

1.23 Board and University Rules and Policies.

(a) The University ~~University~~ shall provide to the ~~UCF-UFF~~ an advance copy of any proposed ~~Board~~ rule or ~~University~~ policy changing a term or condition of employment contained in this Agreement. ~~The University shall provide the Such~~ advance copy of a proposed ~~Board~~ rule ~~shall be provided~~ -no later than the date of publication under the provisions of the Administrative Procedure Act. ~~The Such~~ advance copy of a ~~University~~ policy shall be provided to the ~~UCF-UFF, as appropriate,~~ at least ~~two-three~~ (23) weeks in advance of its effective date so as to permit the ~~UCF-UFF~~ to seek consultation with respect to it. With respect to a rule adopted pursuant to the emergency provisions of the Administrative Procedure Act, an advance copy shall be provided as far in advance of its effective date as is feasible under the circumstances.

(b) If the Board or a committee of the Board has scheduled public hearings on any Board action that would conflict with an express term of this Agreement, the ~~UCF-UFF~~ shall not be denied the opportunity to address the matter.

(c) If any proposed rule, policy, or resolution would modify an express term of this Agreement, the Board or its designee shall engage in collective bargaining with respect to the change upon the ~~UCF-UFF's~~ request.

(d) No existing, new, or amended Board rule or University policy shall apply to employees if it conflicts with an express term of the Agreement.

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2 1.34 Board of Trustees Meetings -- Agenda.

3 (a) The Board shall furnish to the ~~UCF~~-UFF a copy of the agenda of each
4 Board meeting or Board committee meeting at the time those agendas are made available
5 to members of the Board, and a copy of the minutes of Board meetings at the time they
6 are made available to the general public.

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8 1.45 Right to Hear Views. Nothing contained in this Agreement shall be construed to
9 prevent the Board or ~~University its representatives, or the University Administration,~~
10 from meeting with any individual or organization to hear views on any matter, ~~provided~~
11 ~~however, that as to any such matter which is a proper subject of collective bargaining and~~
12 ~~covered by a term of this Agreement, any changes or modification shall be made only~~
13 ~~through negotiation and agreement with the UCF-UFF.~~