

ARTICLE 1
RECOGNITION

1.1 Bargaining Unit.

(a) Pursuant to Commission Order number No. 03E-097, Certificate No. 1391, dated April 28, 2003, by the Public Employees Relations Commission wherein the Commission ordered that Certificate number 1391 be issued to the United Faculty of Florida for the bargaining unit agreed to by the University of Central Florida Board of Trustees and the United Faculty of Florida, limited to University of Central Florida employees consistent with the prior statewide unit with the addition of sixteen classifications not addressed in the previous unit description, the Board ~~has recognized~~ **recognizes** the United Faculty of Florida (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.

~~The prior statewide bargaining unit referenced above had evolved, prior to the Commission Order number 03E-097, along the following history:~~

~~_____ (1) the Verification of Election Results of the Florida Public Employees Relations Commission, dated November 21, 1984, wherein the Commission ordered that Certification number 218, previously issued to the United Faculty of Florida on April 2, 1976, remain in effect; and~~

~~_____ (2) Commission Order number 84 E-112, dated June 14, 1984, wherein the Commission adopted the bargaining unit agreed to by the Board of Regents and the United Faculty of Florida, as amended; and~~

~~_____ (3) Chapter 2000-321, Laws of Florida, which amended Section 229.003(5), Florida Statutes, thereby transferring powers and duties of the Board of Regents to the Florida Board of Education, effective January 7, 2003; and~~

~~_____ (4) Chapter 2001-170, Laws of Florida, which amended Section 229.003(5), Florida Statutes, thereby abolishing the Board of Regents and transferring powers and duties of the Board of Regents to the Florida Board of Education, effective July 1, 2001; and~~

~~_____ (5) Chapter 2002-387, Laws of Florida, which amended Sections 447.203(2) and 447.203(10), Florida Statutes, thereby transferring public employer status with respect to all public employees of the University of Central Florida from the Florida Board of Education to the University of Central Florida Board of Trustees, effective January 7, 2003, and.~~

(b) Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of titles included in the General Faculty bargaining unit.

1.2 Historical Overview. The United Faculty of Florida has been the certified bargaining agent for the faculty and other professional employees employed in the State University System of Florida from 1977. 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 legislation as well as 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 at the University of Central Florida on January 7, 2003.

1.3 Board and Universities University Rules and Policies.

(a) ~~If there is an inconsistency between an existing university rule or policy or Board rule or policy and an express provision of this Agreement, the Board agrees to promptly remedy the inconsistency.~~

(~~b~~ a) The Board ~~and the universities~~ shall provide to the UFF ~~or the local UFF Chapter, respectively,~~ an advance copy of any proposed rule or policy changing a term or condition of employment contained in this Agreement. The Board ~~or the university, as the case may be,~~ shall provide the advance copy of a proposed rule as soon as is feasible but not later than the date of publication under the provisions of the Administrative Procedure Act. The advance copy of a policy shall be provided to the UFF or its local Chapter, as appropriate, at least two (2) weeks ~~sixty (60) ninety (90) days~~ in advance of its effective date so as to permit the UFF or its Chapter 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.

(~~d~~ e ~~b~~) If the Board or a committee of the Board has scheduled public hearings on any ~~Board action proposed rule or policy changes~~ that would conflict with an express term of this Agreement, the UFF shall ~~not be denied~~ be explicitly notified and provided the opportunity to address the matter.

(~~e~~ 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 UFF's request.

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

(~~e~~) Any existing, new or amended Board or university rule, policy, or resolution that would conflict with an express term of this Agreement if applied to bargaining unit employees shall begin with the sentence: "The following does not apply to employees governed by the BOT-UFF Collective Bargaining Agreement."

1.4 Board of Regents Trustees Meetings—Agenda.

(a) The Board shall furnish to the UFF a copy of the detailed agenda of and supporting materials for each Board meeting or Board committee or subcommittee meeting at the time those

1 agendas and materials are made available to members of the Board, ~~and a copy of the minutes of~~
2 ~~Board meetings at the time they are made available to the general public.~~

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4 (b) The Board shall furnish to the UFF a copy of the minutes of Board, committee or
5 subcommittee meetings at the time they are made available to members of the Board, committee
6 or subcommittee.

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8 (b c) The UFF shall be granted a place on the agenda at each public Board meeting for
9 the purpose of addressing any item on the Board's agenda ~~that affects the wages, hours, or other~~
10 ~~terms and conditions of employment of employees.~~

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12 **1.4 1.5** Right to Hear Views. Nothing contained in this Agreement shall be construed to
13 prevent the Board or the universities from meeting with any individual or organization to hear
14 views on any matter, provided however, that as to any such matter which is a proper subject of
15 collective bargaining and covered by a term of this Agreement, any changes or modification
16 shall be made only through negotiation and agreement with the UFF.

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18 **1.5 1.6** Faculty Orientations.

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20 (a) UFF shall be consulted on all orientations for new employees and shall be permitted
21 to make presentations at all such events.

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23 (b) UFF shall be consulted on formal presentations by the Board or its representatives to
24 employees bearing on matters addressed in this Agreement and shall be permitted to make
25 presentations at all such events.