

ARTICLE 1
RECOGNITION

1.1 Bargaining Unit.

(a) Pursuant to 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 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, Commission Order No. 03E-097, Certificate No. 1391, dated April 28, 2003, by the Public Employees Relations Commission, 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.

(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.

~~1.2~~ 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.~~

[Current Section 1.2(b) is moved to proposed Section 1.3(d).]

~~(e 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 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~~

1 provisions of the Administrative Procedure Act, an advance copy shall be provided as far in
 2 advance of its effective date as is feasible under the circumstances.

3
 4 ~~(d b)~~ If the Board or a committee of the Board has scheduled public hearings on any ~~Board~~
 5 ~~action that would conflict with an express term of this Agreement~~ proposed rule or policy
 6 changes, the UFF shall ~~not be denied~~ be explicitly notified and provided the opportunity to
 7 address the matter.

8
 9 (e c) If any proposed rule, policy, or resolution would modify an express term of this
 10 Agreement, the Board or its designee shall engage in collective bargaining with respect to the
 11 change upon the UFF's request.

12
 13 [moved from current Section 1.2(b).]

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

16
 17 (e) Any existing, new or amended Board or university rule, policy, or resolution that would
 18 conflict with an express term of this Agreement if applied to bargaining unit employees shall
 19 begin with the sentence: "The following does not apply to employees governed by the BOT-UFF
 20 Collective Bargaining Agreement."

21
 22 ~~1.3~~ 1.4 Board of ~~Regents~~ Trustees Meetings—Agenda.

23
 24 (a) The Board shall furnish to the UFF a copy of the agenda ~~of~~ and supporting materials for
 25 each Board meeting or Board committee or subcommittee meeting at the time those agendas and
 26 materials are made available to members of the Board, ~~and a copy of the minutes of Board~~
 27 ~~meetings at the time they are made available to the general public.~~

28
 29 (b) The Board shall furnish to the UFF a copy of the minutes of Board, committee or
 30 subcommittee meetings at the time they are made available to members of the Board, committee
 31 or subcommittee.

32
 33 ~~(b c)~~ The UFF shall be granted a place on the agenda at each public Board meeting for the
 34 purpose of addressing any item on the Board's agenda ~~that affects the wages, hours, or other~~
 35 ~~terms and conditions of employment of employees.~~

36
 37 1.4 1.5 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent
 38 the Board or the universities from meeting with any individual or organization to hear views on
 39 any matter, provided however, that as to any such matter which is a proper subject of collective
 40 bargaining and covered by a term of this Agreement, any changes or modification shall be made
 41 only through negotiation and agreement with the UFF.

1 1.6 Orientations and Presentations.

2
3 (a) UFF shall be given the opportunity to sponsor a breakfast or lunch during each orientation
4 for new employees. The program for the sponsored breakfast or lunch shall be determined by
5 UFF.

6
7 (b) At all orientations for employees, the UFF shall be given the opportunity to make a
8 presentation of up to thirty (30) minutes in length to the full assembly of new employees. The
9 UFF shall also be given the opportunity to have printed material from UFF included in the packet
10 provided to employees by Human Resources and the Office of Academic Affairs.

11
12 (b c) For formal presentations by the Board or its representatives to employees where
13 potential changes to matters addressed in this Agreement may be discussed, UFF shall be
14 consulted and shall be given the opportunity to make presentations of up to thirty (30) minutes in
15 length at all such events.