
ARTICLE 28
MISCELLANEOUS PROVISIONS

28.1 No Strike or Lockout. The Board agrees that there will be no lockout system-wide or at any of the universities during the term of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

28.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.

28.3 Legislative Action. The Board and the UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.

28.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Leon County, Florida. In an action commenced in Leon County, neither the Board nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

28.5 Copies of the Agreement. The Board agrees to provide the UFF with a maximum of 10,000 copies of the ratified Agreement for distribution to employees, and to provide a copy to each new employee upon hiring. The cost for printing additional copies of these documents shall be borne equally by the parties. If the employee does not receive a copy of the Agreement from the university as part of the hiring process, the employee may obtain one from the local UFF Chapter. The UFF agrees to distribute copies of the Agreement to current employees in the unit when the Agreement is ratified. In addition, the Board shall provide a machine-readable copy of the ratified Agreement and all Supplements to the UFF.

28.6 Class Titles.

(a) Whenever the Board creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF. Further, if the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify the UFF of such new designation. Within ten (10) days following such notification, the UFF may request a meeting with the Board for the purpose of discussing the designation. If, following such discussion, the UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

(b) An employee may request a review of the appropriateness of the employee's classification by the appropriate university office. In case of disagreement with the results of the review, the matter shall be discussed in accordance with Article 2, Consultation, but shall not be subject to Article 20, Grievance Procedure.

28.7 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.

28.8 Titles and Headings. The titles of articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

28.9 DRS Advisory Board. The Board shall seek, within the provisions of Chapter 228.053, F.S., and subject to the availability of one of the three available faculty positions, to have a DRS faculty member appointed by the President to the DRS advisory board.

28.10 If a DRS employee is designated to transport students consistent with the requirements of Chapter 322, F.S. (Florida Uniform Classified Commercial Driver's License Act), the DRS shall pay the costs associated with the employee's licensure and endorsement.