

Article 1 (TA 10/5/2012, no changes from white (handshake) book)

ARTICLE 1

RECOGNITION

1.1 Bargaining Unit. Pursuant to Commission Order 03E-097, dated April 28, 2003, wherein the Public Employees Relations Commission issued Certification No. 1391 to the United Faculty of Florida, the University recognizes the 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. Attached as Appendix "A," for information purposes only and not made a part of the Agreement, is the listing of classifications (titles) included in the bargaining unit.

1.2 University Regulations and Policies.

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

(b) No new or amended University regulation, policy, or resolution shall apply to employees if it conflicts with an express term of the Agreement.

(c) The University shall provide to the UFF an advance copy of any new or amended University regulation or policy changing a term or condition of employment contained in this Agreement. The University shall provide the advance copy of a proposed regulation no later than the date of publication under the provisions of the Administrative Procedure Act. Such advance copy of a University policy shall be provided to the UFF at least two (2) weeks in advance of its effective date so as to permit the UFF to seek consultation with respect to it. With respect to a regulation 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) If the University or a committee of the University has scheduled public hearings on any University action that would conflict with an express term of this Agreement, the UFF shall not be denied the opportunity to address the matter.

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

1.3 Board of Trustees Meetings -- Agenda.

(a) The University shall furnish to the UFF a copy of the agenda of each Board of Trustees meeting or Board of Trustees committee meeting at the time those agendas are made available to members of the Board of Trustees, and a copy of the minutes of Board of Trustees meetings at the time they are made available to the general public.

1.4 Right to Hear Views. Nothing contained in this Agreement shall be construed to prevent the University or its representatives, from meeting with any individual or organization to hear views on any matter, provided however, that as to any such matter which is a proper subject of collective bargaining

and covered by a term of this Agreement, any changes or modification shall be made only through negotiation and agreement with the UFF.

1.5 Faculty Orientations. UFF shall be given the opportunity to sponsor a breakfast, lunch, or reception during the fall faculty new hire orientation.

Article 2 (TA 10/5/2012, no changes from white (handshake) book)

ARTICLE 2

CONSULTATION

Consultation with President. The president or the president's representatives shall meet with the local UFF Chapter representatives to discuss matters pertinent to the implementation or administration of this Agreement, University actions affecting terms and conditions of employment, or any other mutually agreeable matters. Such meetings shall normally occur once (1) each semester in the academic year and once (1) during the summer term unless the parties mutually agree to meet more frequently. Either party may request a consultation. If no request is made for a consultation during any given semester or summer term, as applicable, then the consultation for that semester or the summer term, as applicable, is waived. The party requesting consultation shall submit a written list of agenda items at least one (1) week in advance of the meeting. The other party may add to that agenda by submitting a written list of agenda items to the party calling for the consultation at least the day before the meeting if it wishes to discuss specific issues. Consultations may be used to resolve problems regarding the implementation and administration of the Agreement. The parties understand and agree that such meetings shall not constitute or be used for the purpose of collective bargaining, discussing specific grievances, or modifying, adding to, or deleting any provision of this Agreement. However, grievances that are closed and are no longer subject to the provisions of Article 20 may be discussed.

Article 3 (BOT voted to impose 7/25/2013)

ARTICLE 3

UFF PRIVILEGES

3.1 Use of Facilities and Services. Subject to the regulations and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. For purposes of this Agreement, University-related groups and organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations.

3.2 Communications.

(a) The UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per