

**26.7 Exceptions.** The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee, nor is the Board obligated to provide more than two payroll deduction fields (effective January 13, 2005) for the purpose of making the deductions described in this Article.

**26.8 Termination of Agreement.** The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

## **Article 27 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 27**

#### ***MAINTENANCE OF BENEFITS***

No employee may be required or coerced to waive the benefits provided by the terms of this Agreement. No employee shall, as a result of the establishment of a level of rights or benefits in this Agreement, suffer a loss or diminution of any such rights or benefits for which otherwise eligible.

## **Article 28 (TA 10/5/2012, no changes from white (handshake) book)**

### **ARTICLE 28**

#### ***MISCELLANEOUS PROVISIONS***

**28.1 No Strike or Lockout.** The University agrees that there will be no lockout at the University 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 Class Titles.**

(a) Whenever the University 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 University 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 president or president's representative 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.

**28.3 Titles and Headings.** The titles of articles and headings that 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.