

TITLES AND HEADINGS

The titles of articles and headings that precede text are inserted solely for convenience of reference and shall not limit nor effect the meaning, construction, nor effect of any provision of this Agreement.

ARTICLE 1 RECOGNITION

- (a) **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.
- (b) Attached as Appendix "A," ~~for information purposes only and not made a part of the Agreement,~~ is the listing of position classifications (job code titles) included in the bargaining unit.
- (c) ~~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, UFF may request a meeting with the university'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.
- (d) An employee ~~or UFF~~ 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. **If UFF disagrees with the employee's classification, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.**
- (e) **Reclassification of an Employee to a Non-Unit Classification.** Employees ~~and UFF~~ shall be provided written notice ~~fourteen~~ **thirty** days ~~in advance notice, where practicable,~~ when the University proposes to reclassify the employee to a classification that is not contained in the bargaining unit. ~~The University will notify the local UFF Chapter of such a proposed reclassification within a reasonable period after the department/unit recommends such a reclassification to Academic Affairs. The employee~~

Commented [j1]: C contains exact language from Article 28.2(a). It is being transferred to Article 1. Grammar changes only marked in red

Commented [j2]: D contains exact language from Article 28.2(b). It is being transferred to Article 1. New language is highlighted in yellow

Commented [j3]: "missing language" from Article 28.2(b)

Commented [TR4]: Item E is exact language from Article 8.9. It is being transferred to Article 1. Yellow highlighted is new language.

33 ~~may request a review of such action consistent with the provisions of Article 28. The~~ UFF may discuss such action pursuant
34 to Article 2, Consultation. If UFF disagrees with the employee's classification, it may request the Florida Public Employees
35 Relations Commission to resolve the dispute through unit clarification proceedings. The employee shall remain in the
36 bargaining unit until the Public Employees Relations Commission makes a final determination.

37 (f) No employee shall be reclassified to a classification that is not contained in the bargaining unit for the purpose of denying the
38 employee rights or protections under this Agreement.

Commented [j5]: F contains new language

39 40 41 42 43 **1.2 University Regulations and Policies.**

44 (a) If ~~any proposed regulation, policy, or resolution modifies an~~ ~~there is an inconsistency between an existing University~~
45 ~~regulation or policy and an express provision term~~ of this Agreement, the University agrees to promptly remedy the
46 inconsistency.

Commented [j6]: From proposal 1

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

49 (c) The University shall provide to the UFF an advance copy of any new or amended University regulation or policy
50 changing a term or condition of employment contained in this Agreement. The University shall provide the advance copy of a
51 proposed regulation no later than the date of publication under the provisions of the Administrative Procedure Act. Such
52 advance copy of a University policy shall be provided to ~~the~~ UFF at least 14 days in advance of its effective date so as to permit
53 the UFF to seek consultation with respect to it. With respect to a regulation adopted pursuant to the emergency provisions of
54 the Administrative Procedure Act, an advance copy shall be provided as far in advance of its effective date as is feasible under
55 the circumstances.

56 (d) If the University or a committee of the University has scheduled public hearings on any University action that would
57 conflict with an express term of this Agreement, ~~the~~ UFF shall not be denied the opportunity to address the matter.

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

60 61 **1.3 Board of Trustees Meetings -- Agenda.**

62 (a) The University shall furnish to ~~the~~ UFF a copy of the agenda of each Board of Trustees meeting or Board of Trustees
63 committee meeting at the time those agendas are made available to members of the Board of Trustees.

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65 **1.4 Right to Hear Views.** Nothing contained in this Agreement shall be construed to prevent the University or its
66 representatives, from meeting with any individual or organization to hear views on any matter, provided however, that as to any

67 such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or
68 modification shall be made only through negotiation and agreement with ~~the~~ UFF.

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70 **1.5 Faculty Orientations.** UFF shall be given the opportunity to sponsor a breakfast, lunch, or reception during the fall
71 faculty new hire orientation and shall be permitted to make a presentation of reasonable length and distribute informational
72 material . UFF shall be permitted to a presentation of reasonable length at department meetings.