

1

2 TITLES AND HEADINGS

3

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

7

8 ARTICLE 1

9 **RECOGNITION**

10

11 **1.1 Bargaining Unit.** Pursuant to Commission Order 03E-097, dated April 28, 2003,
12 wherein the Public Employees Relations Commission issued Certification No. 1391 to the
13 United Faculty of Florida, the University recognizes UFF as the exclusive representative,
14 solely for the purpose of collective bargaining with respect to wages, hours, and other terms
15 and conditions of employment as specifically set forth in this Agreement, for all employees
16 in the bargaining unit described in the certification. Attached as Appendix "A," for
17 information purposes only and not made a part of the Agreement, is the listing of position
18 classifications (job code titles) included in the bargaining unit.

19

20 **1.2 University Regulations and Policies.**

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

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

26 (c) The University shall provide to UFF an advance copy of any new or amended
27 University regulation or policy changing a term or condition of employment contained in this
28 Agreement. The University shall provide the advance copy of a proposed regulation no later
29 than the date of publication under the provisions of the Administrative Procedure Act. Such
30 advance copy of a University policy shall be provided to UFF at least 14 days in advance of
31 its effective date so as to permit UFF to seek consultation with respect to it. With respect to
32 a regulation adopted pursuant to the emergency provisions of the Administrative Procedure
33 Act, an advance copy shall be provided as far in advance of its effective date as is feasible
34 under the circumstances.

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

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

41

42 **1.3 Board of Trustees Meetings -- Agenda.**

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

46

47 **1.4 Right to Hear Views.** Nothing contained in this Agreement shall be construed to
48 prevent the University or its representatives, from meeting with any individual or
49 organization to hear views on any matter, provided however, that as to any such matter
50 which is a proper subject of collective bargaining and covered by a term of this Agreement,
51 any changes or modification shall be made only through negotiation and agreement with
52 UFF.

53

54 **1.5 Faculty Orientations.** UFF shall be given the opportunity to sponsor a breakfast,
55 lunch, or reception during the fall faculty new hire orientation.

For BOT: Sherry Andrews

For UFF: Talat Rahman