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## 2 TITLES AND HEADINGS

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

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## 8 ARTICLE 1

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### 9 RECOGNITION

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(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.

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(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.

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(c) ~~Whenever~~<sup>[1]</sup> 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.

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(d) 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.

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(e) **Reclassification of an Employee to a Non-Unit Classification**<sup>[TR2]</sup>. Employees **and UFF** shall be provided written notice ~~fourteen-thirty~~ **fourteen-thirty** days ~~in-advancenotice, 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 may request a review of such action consistent with the provisions of ~~Article 28~~ **this agreement**. ~~The~~ UFF may discuss such action pursuant to Article 2, Consultation.

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## 1.2 University Regulations and Policies.

(a) If any proposed regulation, policy, or resolution modifies and/or is in conflict with a ~~there is an inconsistency between an existing University regulation or policy and an express provision term~~ of this Agreement, the University agrees to promptly remedy the conflict or 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 14 days 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.

**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. UFF shall be permitted to provide an update on matters of collective bargaining at department meetings and fall new hire orientation as a part of shared employee governance.

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**1.6 No Strike or Lockout.** The University agrees that there will be no lockout at the University during the term of this Agreement. UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.<sup>[i3]</sup>