

ARTICLE 1
RECOGNITION

[Changes indicated from BOT #5, 6/01/04, except where noted otherwise]

1.1 Bargaining Unit. The UNF Board of Trustees (hereinafter Trustees) hereby recognizes the UFF as the exclusive representative of ~~UNF bargaining unit faculty members~~ for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all faculty members in the bargaining unit as defined in Commission Order No. 03E-103, Certification No. 1392 issued by the Florida Public Employees Relations Commission on May 2, 2003. A listing of the titles included in the General Faculty bargaining unit is attached as Appendix "A."

1.2 ~~New and Revised~~ Job Classifications.

(a) Creation of a New Classification. Whenever the University Administration creates a new job classification, it shall designate that classification as being either within or outside the bargaining unit, and shall promptly notify the UFF. All new position classifications whose job duties include teaching or research shall be designated within the bargaining unit.

(b) Revision of a Job Classification. If the University Administration revises the specifications of an existing classification so that its bargaining unit designation is changed, the University Administration shall promptly notify the UFF of the revision.

(c) Disputes Over General Classifications. If there is a dispute about the appropriate designation of any classification, the UFF shall advise the University Administration of the dispute, and the parties shall discuss the matter in an effort to resolve the dispute. In the event the parties are unable to resolve the dispute informally, the UFF may seek resolution of the issue by filing a unit clarification petition with the Florida Public Employees Relations Commission.

1.3 Reclassification of Faculty Member to a Non-Unit Classification.

(a) Except in the case of a faculty member transferring to an academic administrative position (including Assistant or Associate Chair, Chair, Assistant or Associate Dean, Dean, or Assistant or Associate Vice President), a faculty member shall be provided ~~thirty (30)~~ ninety (90) days written notice in advance of the University's decision to reclassify his/her position to a classification which is not contained in the General Faculty bargaining unit.

(b) The faculty member may request a review of the appropriateness of faculty member's reclassification and, if he/she believes there has been a violation of the Agreement that relates to the decision, the faculty member may bring a grievance pursuant to Article 20, Grievance Procedure and Arbitration.

(c) The UFF shall be notified regarding this change at the same time the faculty member is notified. The UFF may request consultation with the University Administration regarding this change pursuant to ~~Section _____~~, Article ____.

(d) If the UFF believes the classification represents an error that may potentially affect the broader composition of the bargaining unit, the UFF may request the Florida Public Employees Relations Commission to resolve the dispute through unit clarification proceedings.

1 (e) Any grievance that the faculty has filed or could legally file under this Agreement
 2 during the period before the date the reclassification takes effect shall be processed to its
 3 conclusion, and for purposes of any settlement of the grievance the faculty member shall retain
 4 all rights the faculty member had as a member of the General Faculty bargaining unit.

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 6 **[Placement of the following sections to be determined] [Markings in (a) and (b) indicate**
 7 **changes from Management's Proposal on Access to Documents]**

8 1.4 UNF Rules and Policies.

9 (a) University rules and policies are available to faculty members and the UFF
 10 through www.unf.edu/unfinfo/president/policies/pol%20index.html. The University will advise
 11 UFF when new rules or policies are posted to the above-referenced site. In the event any new
 12 rule or policy is posted at another location, the University will advise UFF of the location of the
 13 posting.

14
 15 (b) ~~If there is an inconsistency between an existing university rule or policy and an~~
 16 ~~express provision this Agreement, such rule or policy shall not apply to bargaining unit faculty~~
 17 ~~members. No existing, new, or amended University rule, policy, or resolution shall apply to~~
 18 ~~bargaining unit faculty members if it conflicts with an express term a provision of the this~~
 19 ~~Agreement.~~

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 21 **[For the remainder of this proposal, markings indicate changes from the UFF Proposal #1**
 22 **on Article 1, 11/14/03]**

23 (c) Proposed Rule, Policy or Resolution. ~~The Board~~ University Administration shall
 24 provide to the local UFF Chapter an advance copy of any proposed rule or policy, ~~changing a~~
 25 ~~term or condition of employment contained in this Agreement.~~

26 (1) ~~The Board~~ University Administration shall provide to the local UFF
 27 Chapter the advance copy of a proposed rule or policy promptly but no later than ~~ninety (90)~~
 28 ~~days in advance of its effective date~~ the required date of publication of the initial public notice of
 29 a proposed rule under the provisions of the Administrative Procedure Act. so as to permit UFF to
 30 ~~seek consultation with respect to it.~~ With respect to a rule adopted pursuant to the emergency
 31 provisions of the Administrative Procedure Act, an advance copy shall be provided as far in
 32 advance of its effective date as is feasible under the circumstances.

33 (e 2) If any proposed rule, policy, or resolution would be inconsistent with this
 34 Agreement, the Board of Trustees or its designee shall engage in collective bargaining with
 35 respect to the change. Policies bearing on a matter that is a proper subject of collective
 36 bargaining shall be implemented only after negotiation and agreement with the UFF.

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 38 (d) If the Board of Trustees or a committee or subcommittee of the Board of Trustees
 39 has scheduled public hearings on any Board action that would conflict with a term or condition
 40 of employment addressed in this Agreement, the UFF shall be explicitly notified and provided
 41 the opportunity to address the matter.

42
 43 (b e) The UFF shall be granted a place on the agenda of each public ~~Board~~ meeting of
 44 the Board of Trustees and shall be permitted to make a presentation of reasonable length on any
 45 item on the Board's agenda that affects the wages, hours, or other terms and conditions of
 46 employment of faculty. The conduct of the meeting shall remain within the procedures

1 established by the Board and the authority of the Chairman, provided that the UFF is not denied
2 the opportunity to address the Board.

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4 1.5 Right to Hear Views.

5 (a) The Board of Trustees may meet with any individual or organization to hear
6 views on any matter, provided, however, that policies bearing on any such matter which is a
7 proper subject of collective bargaining shall be made only through negotiation and agreement
8 with the UFF.

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10 (b) If the Board of Trustees meets with a group or organization to hear views or to
11 discuss a matter that is a proper subject of collective bargaining, a UFF representative shall be
12 permitted equal time at the same meeting to address the subject.

13
14 ~~(c) Policies bearing on a matter that is a proper subject of collective bargaining shall~~
15 ~~be made only through negotiation and agreement with the UFF.~~

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17 1.6 Faculty Orientations and Board Presentations.

18 (a) UFF shall be ~~consulted on~~ included in all orientations for new faculty and shall be
19 permitted to make presentations of reasonable length at all such events and to have printed
20 material from UFF included in the packets provided to new faculty.

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22 (b) UFF shall be ~~consulted on~~ included in formal presentations by the Board or its
23 representatives to faculty, bearing on matters addressed in this Agreement, and shall be permitted
24 to make presentations of reasonable length at all such events and to have printed material from
25 UFF included in the packets provided to new faculty.