

ARTICLE 1
RECOGNITION

1.1 Bargaining Unit. Pursuant to

- The Verification of Election Results of the Florida Public Employees Relations Commission, dated November 21, 1984, wherein the Commission ordered that Certification number 218, previously issued to the United Faculty of Florida on April 2, 1976, remain in effect, and
- Commission Order number 84-E-112, dated June 14, 1984, wherein the Commission adopted the bargaining unit agreed to by the Board of Regents and the United Faculty of Florida, as amended, and
- Chapter 2000-321, Laws of Florida, which amended Section 229.003(5), Florida Statutes, thereby transferring powers and duties of the Board of Regents to the Florida Board of Education, effective January 7, 2003, and
- Chapter 2001-170, Laws of Florida, which amended Section 229.003(5), Florida Statutes, thereby abolishing the Board of Regents and transferring powers and duties of the Board of Regents to the Florida Board of Education, effective July 1, 2001, and
- Chapter 2002-387, Laws of Florida, which amended Sections 447.203(2) and 447.203(10), Florida Statutes, thereby transferring public employer status with respect to all public employees of the University of North Florida from the Florida Board of Education to the University of North Florida Board of Trustees, effective January 7, 2003, and
- Commission Order number 03E-103, dated May 2, 2003, wherein the Commission ordered that Certificate number 1392 be issued to the United Faculty of Florida for the bargaining unit agreed to by the University of North Florida Board of Trustees and the United Faculty of Florida, limited to University of North Florida employees consistent with the prior statewide unit,

the Board has recognized 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 faculty in the bargaining unit described in the certification as amended. Attached as Appendix "A," ~~for information purposes only and not made a part of the Agreement,~~ is the listing of titles included in the General Faculty bargaining unit.

[The following section has been moved from Article 28, with changes indicated]

~~28.6~~ 1.2 Job Classification Titles.

(a) Creation of a New Classification. ~~Whenever the Board creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify the UFF.~~ The Board may create new position classifications only after negotiations with the UFF to determine the nature and necessity of the new position classification and whether it will be designated within or outside the bargaining unit. All new position classifications whose job duties include teaching or research shall be designated within the bargaining unit.

(b) Disputes Over General Classifications. ~~Further, if~~ If the Board wishes to revise the specifications of an existing class so that its bargaining unit designation is may need to be

1 changed, it shall ~~notify the~~ negotiate with UFF ~~of regarding~~ such new designation. ~~Within ten~~
 2 ~~(10) days following such notification, the UFF may request a meeting with the Board for the~~
 3 ~~purpose of discussing the designation.~~ If, following such ~~discussion,~~ negotiations, an agreement
 4 cannot be reached, the Board and the UFF ~~disagrees with the designation, it may~~ shall request the
 5 Florida Public Employees Relations Commission to resolve the dispute through unit clarification
 6 proceedings.

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 8 (b c) Disputes Over Classifications of Individual Faculty.

9 (1) A faculty member ~~or the UFF~~ may request a review of the appropriateness
 10 of the faculty member's classification ~~by the appropriate university office.~~

11 (2) In case of disagreement with the results of the review, the matter shall be
 12 discussed in accordance with Article 2, Consultation, ~~but shall not be subject to Article 20,~~
 13 Grievance Procedure.

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

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 19 8.5 (d) Reclassification of Faculty Member to a Non-Unit Classification.

20 (1) Faculty members shall be provided written notice ~~thirty (30)~~ ninety (90)
 21 days in advance, ~~where practicable,~~ with a copy to ~~the local UFF Chapter,~~ when the ~~university~~
 22 Board proposes to reclassify the faculty member to a classification ~~which that~~ is not contained in
 23 the General Faculty bargaining unit.

24 (2) The faculty member may request a review of such action consistent with
 25 the provisions of Section ~~28.6~~ 1.2 and may bring a grievance relating to the decision pursuant to
 26 Article 20.

27 (3) UFF may discuss such action pursuant to Article 2, Consultation.

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

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 33 ~~1.2~~ 1.3 Board and Universities University Rules and Policies.

34 (a) If there is an inconsistency between an existing university rule or policy or Board
 35 rule or policy and ~~an express provision of a term or condition of employment addressed in this~~
 36 Agreement, the Board and the UFF ~~agrees to promptly remedy the inconsistency~~ shall enter into
 37 immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for
 38 such rule or policy.

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 40 (b) No ~~new~~ current or amended Board or university rule, policy, or resolution shall
 41 apply to faculty if it conflicts with ~~an express term of a term or condition of employment~~
 42 addressed in the Agreement.

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 44 (c) The Board ~~and the universities~~ shall provide to the UFF ~~or the local UFF Chapter~~
 45 respectively, an advance copy of any proposed rule or policy, changing a term or condition of

1 employment contained in this Agreement. The Board ~~or the university, as the case may be,~~ shall
2 provide to the UFF the advance copy of a proposed rule or policy no later than ~~the date of~~
3 ~~publication under the provisions of the Administrative Procedure Act.~~ The advance copy of a
4 policy shall be provided to the UFF or its local chapter, as appropriate, at least two (2) weeks
5 ninety (90) days in advance of its effective date so as to permit ~~the UFF or its Chapter~~ to seek
6 consultation with respect to it. With respect to a rule adopted pursuant to the emergency provi-
7 sions of the Administrative Procedure Act, an advance copy shall be provided as far in advance
8 of its effective date as is feasible under the circumstances.

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10 (d) If the Board or a committee of the Board has scheduled public hearings on any
11 Board action that would conflict with ~~an express term of~~ a term or condition of employment
12 addressed in this Agreement, the UFF shall be explicitly notified and provided the opportunity to
13 address the matter.

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15 (e) If any proposed rule, policy, or resolution would ~~modify an express term of~~ be
16 inconsistent with this Agreement, the Board or its designee shall engage in collective bargaining
17 with respect to the change ~~upon UFF's request~~.

18 1.3 Board of ~~Regents~~ Trustees Meetings—Agenda.

19 (a) The Board shall furnish to the UFF a copy of the detailed agenda and supporting
20 materials for each Board meeting or Board committee or subcommittee meeting at the time those
21 agendas and materials are made available to members of the Board or Board committee or
22 subcommittee, and a copy of the minutes of Board meetings at the time they are made available
23 to the general public.

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26 (b) The Board shall furnish to the UFF a copy of the minutes of Board or Board
27 committee or subcommittee meetings at the time they are made available to the members of the
28 Board or Board committee or subcommittee.

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30 ~~(b c)~~ The UFF shall be granted a place on the agenda at each public Board meeting,
31 ~~for the purpose of addressing any item on the Board's agenda that affects the wages, hours, or~~
32 ~~other terms and conditions of employment of employees.~~

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34 (d) The UFF shall be permitted to make a presentation of reasonable length.

35 1.4 Right to Hear Views.

36 (a) ~~Nothing contained in this Agreement shall be construed to prevent the Board or~~
37 ~~the universities from meeting~~ The Board may meet with any individual or organization to hear
38 views on any matter, provided, however, that ~~as to~~ policies bearing on any such matter which is a
39 proper subject of collective bargaining ~~and covered by a term of this Agreement, any changes or~~
40 ~~modification~~ shall be made only through negotiation and agreement with the UFF.

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

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

1.5 Faculty Orientations and Board Presentations.

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

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