

**FLORIDA INTERNATIONAL UNIVERSITY
BOARD OF TRUSTEES
and the
UNITED FACULTY OF FLORIDA**

**COLLECTIVE BARGAINING
AGREEMENT
2004-2007**

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PREAMBLE

This Agreement is primarily intended to promote the interests of the members of the public who are served by Florida International University (hereinafter referred to as FIU, University, the Board or the Employer). It is contemplated that this Agreement will serve the public interest by ensuring that members of the bargaining unit will at all times be responsive to and make every reasonable effort to carry forward the activities and functions of FIU and will accept and execute all lawful instructions given to them. Further, this Agreement defines the Employer's obligations to the United Faculty of Florida (hereinafter, UFF or the Union) and members of the bargaining unit, thus avoiding disputes due to misunderstandings, as well as by providing a procedure for the resolution of any claims that the Agreement has been violated.

Great universities flourish in a climate that respects and encourages inquiry, research, and the development of new ideas. While the parties acknowledge the need for orderly and effective operation of the University, they also acknowledge the need for discussion and consultation with the faculty in those areas that have been and continue to be appropriate areas of faculty concerns.

While the UFF, as the elected bargaining agent, retains the exclusive right to negotiate and reach agreement on terms and conditions of employment for the members of the bargaining unit, and the Board retains its rights, under law, to manage and direct FIU, the parties recognize the desirability of collegial governance for faculty and professional faculty employees in areas of academic concern. It is the desire of the parties that collegial relations be maintained.

FIU Statement of Policy on Academic Freedom

FIU is dedicated to the transmission and advancement of knowledge and understanding. Academic freedom is essential to the achievement of these purposes. The

University therefore supports and encourages freedom of inquiry for faculty members and students, to the end that they may responsibly pursue these goals through teaching, learning, research, discussion and publication, free from internal or external restraints that would unreasonably restrict their academic endeavors.

The University shall protect faculty and students in their responsible exercise of the freedom to teach and to learn.

It is the policy of FIU to support and encourage full freedom within the law, of inquiry, discourse, teaching, research, and publication for all faculty. Members of the faculty are expected to recognize that accuracy, forthrightness and dignity benefit their association with the University and their position as men and women of learning. They should not represent themselves, without authorization, as spokespersons for the University.

The University shall not penalize or discipline members of their faculties because of their exercise of academic freedom in the lawful pursuit of their respective areas of scholarly and professional interest and responsibility.

FIU Statement of Academic Responsibility

The University and the UFF agree that Academic Freedom must be accompanied by the corresponding responsibility to:

- (a) **Be** forthright and honest in the pursuit and communication of scientific and scholarly knowledge;
- (b) Respect students, staff, and colleagues as individuals; treat them in a collegial manner; and avoid any exploitation of such persons for private advantage;
- (c) Respect the integrity of the evaluation process with regard to students, staff, and colleagues, so that it reflects their true merit;

(d) Indicate when appropriate that one is not an institutional representative unless specifically authorized as such;

(e) Contribute to the orderly and effective functioning of the faculty employee's academic unit (program, department, school, and/or college) and/or the university; and,

(f) Conduct oneself in a collegial manner in all interactions.

This Preamble is a statement of intent and policy and is, therefore, not subject to Article 8 Grievance and Arbitration Procedure.

ARTICLE 1 RECOGNITION

1.1 FIU recognizes the UFF as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission (PERC) in Case No. RC-2004-001.

1.2 FIU will not be called upon to recognize the UFF as agent for any of its faculty employees other than those included in the certified unit mentioned above in the absence of a new PERC certification. When any new job classification is created, FIU will notify the Union. Any dispute as to an individual faculty employee's status or any new classification status as being included or excluded from the bargaining unit will be resolvable through normal legal procedures, and not through the contractual grievance procedure.

ARTICLE 2
CONSULTATION

2.1 FIU's designated labor management representative(s) shall meet with the UFF representative(s) to discuss matters pertinent to the implementation or administration of this agreement or any other mutually agreeable matters. The party requesting consultation shall submit a written list of agenda items no less than one (1) week in advance of the meeting. The University and the UFF understand and agree that such meetings may be used to resolve problems regarding the implementation and administration of the agreement; however, such meetings shall not constitute or be used for the purpose of collective bargaining.

2.2 If a consultation meeting referred to in paragraph 2.1 is held or requires reasonable travel time during the working hours of any faculty employee participant, such participation shall be without loss of pay for that purpose. Attendance at a consultation meeting outside of regular working hours shall not be deemed time worked.

ARTICLE 3
RESERVED RIGHTS

3.1 All of the rights and responsibilities of the Board which have not been specifically provided for in this Agreement, or limited by law shall be vested solely with the Board, or their designee. Each of the rights described below in Section 3.2 shall be vested exclusively in FIU, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

3.2 The management of bargaining unit members shall include, but not be limited to, the exclusive right to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation or any part thereof to any location; to establish new jobs; to abolish or change existing jobs; to increase or decrease the number of jobs or faculty employees; to determine or

change curriculum, programs, and degrees to be offered, as well as the materials, processes, products, service, equipment, work schedules and methods of instruction to fulfill operational requirements; to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign bargaining unit members to scheduled and unscheduled assignments; to establish and change hiring procedures; to set the work schedules; to transfer faculty employees to different assignments, either on a permanent or temporary basis; to evaluate and direct the work of the faculty employees covered by this Agreement; to maintain, enforce, rescind or change FIU or department policies, procedures, rules of conduct, orders, practices, and directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by FIU and by bargaining unit personnel; to discipline or discharge faculty employees; to lay off faculty employees; to establish requirements for employment; to promote and demote faculty employees; to observe faculty employees engaged in bargaining unit work, without notice, where not for evaluation purposes; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as FIU may determine to be necessary for the orderly and efficient operations. Each of the rights described above shall be vested exclusively with the Board or its designee, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

3.3 FIU's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right, nor preclude FIU from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

3.4 If a civil emergency is declared under State law, the provisions of this Agreement may be suspended by FIU during the time of the declared emergency.

3.5 The Union agrees that its members shall comply with all FIU or Department rules, policies, and procedures, including those relating to conduct and work performance.

ARTICLE 4

FACULTY EMPLOYEE INFORMATION AND RULES PROVIDED

4.1 Upon written request of the UFF, the University will, on a semi-annual basis, provide to the Union a list of faculty employees covered by this agreement as well as the name, work address, classification, title, gross salary and date of hire for said faculty employees.

4.2 The University shall provide the UFF with the website address where it may obtain its personnel rules and policies.

ARTICLE 5

LAYOFF AND RECALL

5.1 In the event the University determines that the number of bargaining unit faculty employees in any organizational level must be reduced for any reason, such layoff reduction shall be based on objective, reasonable and non-discriminatory standards. For the purposes of this article, the layoff unit may be any organizational level of the University, such as a campus, division, college/unit, school, department/unit area, program, or other level of organization as the University deems appropriate. The sole instance in which only one (1) faculty employee will constitute a layoff unit is when the functions that faculty employee performs constitute an area, program, or other level of organization at FIU. If a layoff of bargaining unit members is determined to be necessary, the following procedure shall be controlling:

5.2. Reduction.

(a) Faculty Affected. No tenured faculty employee shall be laid off if there are non-tenured faculty employees in the layoff unit. Layoff selection among tenured faculty or among non-tenured faculty will be determined by those faculty employees who, in the judgment of the University will best contribute to the mission and purpose of

the institution, the academic needs of the program, an analysis of the qualifications of the faculty members to teach the remaining courses, and the accreditation standards of the appropriate agencies. Provided the remaining faculty employees are qualified to teach the remaining courses, without jeopardizing accreditation standards, the selection of faculty employees to be laid off will be determined as follows:

- 1) The faculty employees' length of continuous University service;
- 2) Performance evaluation by students, peers, and supervisors;
- 3) The faculty employees' academic training;
- 4) Professional reputation;
- 5) Teaching effectiveness;
- 6) Research record or quality of the creative activity in which the faculty employee may be engaged; and
- 7) Service to the profession, community, and public.

(b) Notice. Faculty employees should be informed of layoff as soon as practicable and, where circumstances permit, a faculty employee should be provided at least one semester's notice.

5.3 Recall.

(a) Recall Employment List. Faculty members affected by a layoff will be placed on a recall employment list for one (1) year following the layoff. For purposes of this Article, Recall ("Recall") shall be defined solely as a return to the same program. Any appointment to another program shall not constitute a Recall. A faculty member who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position as employed at the time of the layoff should an opportunity for such re-employment arise. Recall will occur based on the needs of the program.

(b) Benefit Restoration. All benefits to which a faculty member was entitled at the time of layoff shall be restored in full upon re-employment if Recalled during the year following the layoff. A faculty employee who held a tenured status appointment on

the date of termination by reason of layoff shall resume the tenured status appointment only upon Recall.

(c) Recall Notification. The University shall notify the recalled faculty employee by certified mail to the last known address of the faculty employee. The burden is on the faculty employee to notify the Division of Human Resources of any change in address. Within fifteen (15) days of receipt of the recall notification, the faculty employee must provide a written notice of intent to return to work at the beginning of the next term. In the absence of a written notice of intent within fifteen (15) days, the University shall recall the next person on the recall list. Failure of the faculty employee to respond or to return to employment as agreed shall constitute voluntary termination.

ARTICLE 6

TENURE

6.1 General Objectives and Eligibility.

(a) Tenure is awarded upon demonstration of excellence in teaching, excellence in scholarship, and continuing meaningful contributions in service. Tenure shall be in a department and/or other appropriate unit.

(b) Faculty employees with the rank of Associate Professor and Professor are eligible for tenure.

(c) A faculty member shall normally be considered for tenure during the sixth year of continuous service in a tenure-earning position including any prior service credit granted at the time of initial employment. A faculty member's written request for early tenure consideration is subject to the University's written agreement. A faculty member shall normally be considered for tenure only once.

6.2 Decision.

By the end of six (6) years of service at the University, a faculty member eligible for tenure shall either be recommended for tenure by the President or given notice that tenure will not be granted and employment will end. The President's recommendation will be submitted for ratification to the Board at the next scheduled meeting.

(a) **Grievability.** If a faculty member is denied tenure, then such decision denying tenure may be addressed through the Grievance and Arbitration Procedure contained in Article 7 consistent with the provisions of this Article. Substantive decisions involving the exercise of discretion as to a candidate's suitability to be awarded tenure shall not be grievable. Such decision on tenure shall not be subject to review by FIU's Step 1 and/or Step 2 designees, except for the purpose of determining if the tenure procedure outlined in this agreement has been followed.

(b) **Power of an Arbitrator-Tenure.** An arbitrator shall not substitute the arbitrator's judgment for that of those authorized to make such judgments. The sole tenure matter subject to review by an arbitrator is whether the tenure procedures outlined in this agreement have been followed. If the arbitrator determines that the tenure procedure of this agreement has been violated, the arbitrator shall direct the University to take appropriate action consistent with the provision.

6.3 Tenure Considerations and Criteria.

(a) The decision to award tenure to a faculty member shall be a result of meritorious performance during the entire tenure-earning service of the faculty member and shall be based on established criteria and procedures specified in writing by the University and, shall take into account the following:

- 1) Annual performance evaluations;
- 2) The needs of the department/unit, college/unit, and University;
- 3) The contributions of the faculty member to the faculty member's academic unit (program, department/unit, college/unit);
- 4) The contributions the faculty member is expected to make to the University; and,

5) A demonstrated ability to take initiative in achieving goals.

(b) The University shall make available the criteria for tenure online to faculty members eligible for tenure, and each such faculty member shall be apprised in writing once each year of the faculty member's progress toward tenure. The tenure appraisal shall be included as a separate component of the annual evaluation and is intended to provide assistance and counseling to candidates to help them to qualify themselves for tenure. The faculty member may request, in writing, a meeting with an administrator at the next higher level to discuss concerns regarding the tenure appraisal, which were not resolved in previous discussions with the evaluator. The appraisals are not binding upon the University.

6.4 Modification of Criteria.

(a) **Modifying Criteria.** The University may modify the criteria for tenure so long as the UFF President has been notified of the proposed changes and offered an opportunity to discuss such changes in consultation with the Provost or designee. Changes in criteria shall not become effective until one (1) year following adoption of the changes, unless mutually agreed to in writing by the UFF President and the Provost or designee. The date of adoption shall be the date on which the Provost or designee approves the changes. Any proposal to develop or modify tenure criteria shall be available for discussion by members of the affected departments/units before adoption.

(b) **Effect on Faculty members.** If a faculty member has at least three (3) years of tenure-earning credit as of the date on which the new tenure criteria are adopted, the faculty member shall be evaluated for tenure under the criteria as they existed prior to modification unless the faculty member notifies the University at least thirty (30) days prior to commencement of the tenure consideration that he/she chooses to be evaluated under the newly-adopted criteria.

6.5 File.

(a) Prior to the consideration of a faculty member's candidacy for tenure, the faculty member shall have the right to review the contents of the tenure file and may attach a brief and concise response to any materials therein. It shall be the responsibility of the faculty member to see that the file is complete.

(b) If any material is added to the file after the commencement of tenure consideration, a copy shall be sent to the faculty member within five (5) days (by personal delivery or by mail, return receipt requested). The faculty member may attach a brief response within five (5) days of his/her receipt of the added material. The file shall not be forwarded until either the faculty member submits a response or until the second five (5) day period expires, whichever occurs first. The only documents that may be considered in making a tenure recommendation are those contained or referenced in the tenure file.

6.6 Other Considerations.

(a) During the period of tenure-earning service, a faculty member may be issued a notice of non-reappointment.

(b) Part-time service of a faculty member employed at least one semester in any twelve (12) month period shall be accumulated. For example, two (2) semesters of half-time service shall be considered one-half year of service toward the period of tenure-earning service.

6.7 Tenure upon Appointment. Tenure may be granted to a faculty member at the time of initial appointment, upon recommendation of the President and approval by the Board. The President shall consider the recommendation of the department or equivalent unit, prior to making the final tenure recommendation to the Board.

6.8 Leave.

(a) Authorized leaves of less than one semester may be credited toward the period of tenure-earning service.

(b) Authorized leaves of more than one semester, unrelated to University assignments, shall suspend the period of tenure-earning service.

6.9 Termination/Layoff.

Tenure guarantees annual reappointment until voluntary resignation, retirement, removal for just cause, or layoff. For the purposes of this article only, just cause is defined as:

- 1) incompetence,
- 2) misconduct, or
- 3) persistently uncollegial behavior.

ARTICLE 7

GRIEVANCE AND ARBITRATION PROCEDURE

7.1 Policy/Informal Resolution. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance but within the time limits for filing grievances stated elsewhere in this article, and encourage open communications between administrators and faculty employees so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this article is to promote a prompt and efficient procedure for the investigation and resolution of grievances.

7.2 Resort to Other Procedures. It is the intent of the parties to first provide a reasonable opportunity for resolution of a dispute through the grievance procedure and

arbitration process. Except as noted below, if prior to seeking resolution of a dispute by filing a grievance, or while the grievance is pending, a faculty employee requests, in writing, resolution of the matter in any other forum, whether administrative or judicial, or before the Public Employees Relations Commission, the University shall have no obligation to proceed further with the grievance. The filing of a grievance constitutes a waiver of any rights to judicial review of agency action pursuant to Chapter 120, Florida Statutes, or to the review of such actions under other university procedures available to address such matters. Further, the commencement of proceedings pursuant to Section 120.57, Florida Statutes shall be deemed an election of remedy and shall be a waiver of the right to the Grievance and Arbitration Procedures contained in this Article. Any grievance that had been filed regarding the same matter shall be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement.

7.3 Definitions.

(a) For the purpose of this Agreement, a "grievance" shall mean a dispute filed on a form referenced in Section concerning the interpretation or application of a specific term or provision of this agreement, subject to those exclusions appearing in other articles of this Agreement.

(b) The term "grievant" shall mean a faculty employee or a group of faculty employees who has/have filed a grievance in a dispute over a provision of this agreement which confers rights upon the faculty employee. The parties may agree to consolidate grievances of a similar nature to expedite the review process.

(c) Grievance Form - All grievance forms shall be dated when the grievance is received. If there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant; however, grievant's signature shall be provided prior to the Step 1 meeting. Grievances may be filed by means of fax, United States mail, or by any other recognized means of delivery.

7.4 Timeliness. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level if the grievant fails to timely process the grievance to the next level. For the purpose of defining deadlines for actions as set forth in this Article, the parties agree that if said deadline falls on a weekend or university recognized Holiday, the deadline for said action shall be on the following business day.

7.5 Formal Grievance Procedure.

(a) Filing. Step 1: A faculty employee who believes that a specific action of his/her employment has resulted from a violation of the terms of this Collective Bargaining Agreement, must file a grievance with the Vice Provost for Academic Personnel (hereinafter referred to as Vice Provost) or his/her designee at Step 1, within seven (7) days following the act or omission giving rise thereto or the date on which the faculty employee knew or reasonably should have known of such act or omission if that date is later. The date of receipt shall be determined by a receipt executed by the Vice Provost's office receiving the grievance or by the date of facsimile confirmation. The Vice Provost or his/her designee shall meet for the purpose of reviewing the matter no later than seven (7) days following the receipt of the request unless mutually agreed otherwise. The grievant may amend the grievance one time prior to the Step 1 meeting for all grievances filed at Step 1.

(b) Step 1 Decision. The Vice Provost or his/her designee shall communicate a decision in writing to the grievant within ten (10) days following the date of the conclusion of the Step 1 meeting. Failure of the Vice Provost or his/her designee to respond in a timely fashion shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

(c) Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant must file a written request for review with the Vice President of Human Resources or his/her designee within seven (7) days following the receipt of the Step 1

decision by the grievant's Step 1 representative. The date of receipt shall be determined by a receipt executed by the Vice President of Human Resources office receiving the grievance or by the date of the facsimile confirmation.

All grievances at Step 2 must be in writing and must contain the following information:

1. Article(s) and Section(s) of the agreement alleged to have been violated;
2. A full statement of the grievance, giving facts, dates and times of the events and specific violations with the remedy adjustment desired;
3. Signature of the aggrieved faculty employee(s); and,
4. Date signed.

The Vice President of Human Resources or his/her designee shall meet for the purpose of reviewing the matter no later than seven (7) days following the receipt of the request unless mutually agreed otherwise.

(d) Step 2 Decision. The Vice President of Human Resources or his/her designee shall issue a written decision stating the reasons therefore to the grievant's Step 2 representative within ten (10) days following the conclusion of the Step 2 meeting.

7.6 Arbitration.

If a grievance has not been satisfactorily resolved within the grievance procedures, the UFF may, within seven (7) days, after the response is received at Step 2 of the Grievance Procedure, file a written Notice of Intent to Arbitrate. Notice of Intent to Arbitrate must be filed with the President or his/her designee within the time period mentioned above.

(a) Selection of Arbitrator. The parties hereby agree that the arbitration selection procedure will be as follows:

1) Each party will select ten (10) arbitrators which will be used to comprise a list of twenty (20) potential arbitrators for a striking procedure to reach a permanent panel of five (5);

2) The parties will alternately strike arbitrators until a permanent panel of five (5) arbitrators remains and the UFF shall strike first;

3) Arbitrators will be assigned pending grievances based on a rotational basis, sequence to be determined by alphabetical order;

4) In the event two or more of the permanent panel of five arbitrators are unable to perform their duties, then each party will select five replacement arbitrators to comprise a list of ten potential arbitrators wherein the striking procedure as described in paragraphs one and two will be utilized to select the required number of replacements, with FIU striking first;

5) Once the replacement arbitrators have been selected, their names will be ranked in accordance with the procedure utilized in section 7.6(a) (3) for future assignments.

(b) General Rules. The following general rules are applicable to this article:

1) The grievant may abandon or settle a grievance. Grievances settled under this article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and FIU mutually agree in writing that the grievance is precedent setting.

2) The grievant shall have only one opportunity to amend or supplement the grievance. No grievance can be amended or supplemented after Step 2.

3) The arbitrator shall have no power to establish wages, rates of pay or new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.

4) The arbitrator shall have only the power to rule on grievances arising under this Agreement, in accordance with Sections 7.3 and 7.4 above. Where an administrator has made a judgment involving the exercise of discretion, the arbitrator

shall not substitute the arbitrator's judgment for that of the administrator. Nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement.

5) The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a "Submission Agreement," if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievances as written under Step 2 of this Agreement.

6) In recognition of the fact that this collective bargaining agreement is the first contract directly between FIU and the Union, the arbitrator shall not receive into evidence information relating to any past practices that occurred prior to the date of execution of this Agreement.

7) Only grievances based on events or occurrences, which occur after the date of the execution of this Agreement, can be processed under the Article. After the expiration of this Agreement, there is no duty upon FIU to arbitrate any grievance, unless the facts upon which the grievance is based occurred prior to the expiration of the Agreement.

8) Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing.

9) Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.

10) Burden of Proof - In contract interpretation, the burden of proof is on the grievant, except in cases for termination of a tenured faculty employee where the burden of proof shall be on FIU. In all cases the preponderance of evidence standard is applicable.

11) The arbitrator's decision shall be final and binding on the Union and on all bargaining unit faculty employees and on FIU, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

12) The arbitrator shall not have the power or authority to:

(a) Add to, subtract from, modify, alter, or ignore in any way the terms of this Agreement, or the provisions of applicable law, rules or regulations having the force and effect of law;

(b) Limit or interfere in any way with the powers, duties, and responsibilities of FIU under applicable law, rules and regulations having the force and effect of law;

(c) Retroactivity. An arbitrator's award may or may not be retroactive based on the equities each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was originally filed in accordance with this Article.

13) Each party shall bear the expense of its own witnesses and its own representatives. The parties shall equally share the arbitrator's bill. However, in the event the grievance is withdrawn after the selection of the arbitrator, the party withdrawing the grievance shall be responsible for the full cost of the arbitrator fee unless otherwise mutually agreed by the parties to share the cost of the arbitrator. Expenses of obtaining a hearing room, if any, shall be equally divided between the parties. The cost of the written transcript, if requested by both parties, will be shared by both parties.

ARTICLE 8

SALARIES

To be provided

ARTICLE 9
PAYROLL DEDUCTION

Pursuant to the provisions of Section 447.303, Florida Statutes, the University and the UFF hereby agree to the following procedure for the deduction and remittance of the UFF membership dues and other UFF deductions.

9.1 Deductions.

(a) During the term of this Agreement, the University agrees to deduct UFF membership dues in an amount established by the UFF and certified in writing by the UFF State President to the University, and to make other UFF deductions in an amount authorized by the faculty employee, from the pay of those faculty employees in the bargaining unit who individually and voluntarily make such request on a written authorization form as contained in Appendix "B" to this Agreement.

(b) Deductions will be made biweekly beginning with the first full-pay period commencing at least seven (7) days following receipt of authorization by the University. The UFF shall provide written notice to the University of any changes in its dues at least *forty-five* (45) days prior to the effective date of any such changes.

9.2 Remittance. The dues and other authorized deductions shall be remitted by the University to the UFF State Office on a biweekly basis within thirty (30) days following the end of the pay period. Accompanying each remittance shall be a list of the faculty employees from whose salaries such deductions were made and the amounts deducted. This list shall be provided in machine-readable form.

9.3 Termination of Deductions. The Board's responsibility for deducting dues and other authorized deductions from a faculty employee's salary shall terminate automatically upon either: (a) thirty (30) days written notice from the faculty employee to the University personnel office, and to the UFF revoking that faculty employee's prior

deduction authorization; or (b) the transfer of the authorizing faculty employee out of the bargaining unit. Consistent with the provisions of this Agreement, the University shall notify the UFF when it proposes to reclassify a faculty employee to a classification which is not contained in the bargaining unit.

9.4 Reinstatement of Deduction. The University shall reinstate dues deductions for faculty employees who have previously filed authorization for dues deduction and are subsequently placed in leave without pay status.

9.5 The UFF shall indemnify, defend, and hold the Board of Trustees, FIU, their officers, officials, agents, and faculty employees, harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by FIU, or other officials, agents, and faculty employees in compliance with this article. The UFF shall promptly refund to FIU any funds received in accordance with this article which are in excess of the amount of dues and other authorized deductions which FIU has agreed to deduct.

9.6 Exceptions. The University will not deduct any UFF fines, penalties, or special assessments from the pay of any faculty employee, nor is the University obligated to provide more than one payroll deduction field for the purpose of making the deductions described in this article.

9.7 Termination of Agreement. The Board's responsibilities under this article shall terminate automatically upon (1) decertification of the UFF or the suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of the UFF's deduction privilege by the Florida Public Employees Relations Commission.

ARTICLE 10
SEVERABILITY

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) pursuant to Section 447.309(3) Florida Statutes, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect.

ARTICLE 11
TOTALITY OF AGREEMENT

11.1 Limitation. The parties acknowledge that during the negotiations which resulted in the Agreement, the University and the UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement between the parties for its duration.

11.2 No Obligation to Bargain. The University and the UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

11.3 Modifications. Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 12
DURATION

12.1 Term of Agreement

The term of this agreement shall be from - until

12.2 Retroactive Application of Benefits.

Except where retroactivity is allowed by expressed contract language, any change in terms or benefits of employment will be effective upon ratification.

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