Article 27

Miscellaneous Provisions

27.1 No Strike or Lockout. The University agrees that there will be no lockout during the term of this Agreement. The UFF agrees that there will be no strike by it or by any employees during the term of this Agreement.

~~27.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall be reinstated consistent with such legislation.~~

27.~~3~~2 Legislative Action. The University and UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.

27.~~4~~3 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Hillsborough County, Florida. In an action commenced in Hillsborough County, neither the University nor the UFF will move for a change of venue based upon the defendant's residence in fact if other than Hillsborough County.

27.~~5~~4 Copies of the Agreement. The University shall maintain a copy of the ratified agreement and all supplements to the ratified agreement on the University website, including a listing of the location of the document, and shall provide the website address to new employees hired in an in-unit classification upon hiring. The University shall provide 2000 copies of the Agreement for the use of UFF. The copies of the Agreement shall be provided in one-color compact disc (CD) format, with paper envelope. The University shall order and pay for such CD's and the UFF shall distribute them. If the employee does not receive the website address from the University as part of the hiring process, the employee may obtain same from UFF. UFF may distribute copies of the Agreement to current employees in the unit when the Agreement is ratified. In addition, the University shall provide an electronic copy of the ratified Agreement and all Supplements to UFF.

27.~~6~~5 Class Titles.

A. Whenever the University creates a new faculty classification, it shall designate such classification 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 twenty (20) days prior to the effective date of said change. Within ten (10) days following such notification, the UFF may request a meeting with the University 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.

B. 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 and Arbitration.

27.~~7~~6 Salary Rate Calculations and Payment. The salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by the number of pay periods.

27.~~8~~7 Titles and Headings. The titles of articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.