

MEMORANDUM OF AGREEMENT

The University of Florida Board of Trustees (hereafter, the “UFBOT” or “Trustees”) and the United Faculty of Florida (hereafter, the “UFF”) hereby agree to the following Memorandum of Agreement (hereafter, “MOA”) for provisional implementation of articles, appendices, and related provisions that have been agreed to by the parties, pending ratification of the first UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty.

WHEREAS, the UFF and the UFBOT are currently engaged in active negotiations for the first UFBOT-UFF collective bargaining agreement; and

WHEREAS, the UFF and UFBOT are nearing completion of their negotiations on a new collective bargaining agreement, but the completion of these negotiations and the ratification of the collective bargaining agreement are not feasible prior to the 2008–2009 school year; and

WHEREAS, the UFF and UFBOT both intend to allow for reliable and timely processes regarding grievances and arbitrations, tenure and promotion, and other matters, in the 2008–2009 academic year; and

WHEREAS, many provisions in the new collective bargaining agreement will require time for the parties to implement them fully and satisfactorily; and

WHEREAS, certain tentatively-agreed-to articles have previously been implemented immediately;

NOW, THEREFORE, the parties agree as follows:

1. The following articles, appendices, and related provisions, which the UFBOT and the UFF have agreed to, shall be implemented immediately and shall remain in effect pending final ratification of the complete UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty:

- Article 1, Titles and Headings
- Article 2, Recognition
- Article 5, Payroll Deduction
- Article 6, Consultation
- Article 7, Maintenance of Benefits
- Article 8, University of Florida Regulations And Policies
- Article 9, Bylaws Governing Terms and Conditions of Employment

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For the University of Florida
Board of Trustees

Approved: _____
For the United Faculty of Florida

Date: _____

Date: _____

- Article 10, Academic Freedom and Responsibility
- Article 11, Nondiscrimination
- Article 12, Appointment
- Article 13, Non-Renewal
- Article 14, Assignment of Responsibilities
- Article 15, Office Space and Safe Conditions
- Article 16, Travel
- Article 17, Summer Appointments and Assignments
- Article 18, Faculty Member Performance Evaluations and Evaluation File
- Article 19, Tenure and Permanent Status
- Article 20, Promotion
- Article 23, Professional Development Leaves
- Article 24, Other Leaves
- Article 26, Other Faculty Member Rights
- Article 28, Benefits
- Article 30, Disciplinary Action and Job Abandonment
- Article 31, Grievance Procedure and Arbitration
- Article 32, Access to Documents
- Article 33, Layoff and Recall
- Article 35, Severability
- Article 37, Copies of Agreement
- Appendix A, Position Classifications in the Bargaining Unit
- Appendix B, UFF Dues Deduction Authorization Form
- Appendix C, Grievance Form
- Appendix D, Notice of Arbitration
- Appendix E, Exclusive Assignment Dispute Resolution Procedure
- Appendix F, P. K. Yonge Salary Supplements
- Memorandum of Understanding on Paid Parental Leave

2. Any articles or appendices still under negotiation (including Intellectual Property, Conflict of Interest, and Salaries plus any other proposal made or to be made by the parties) shall be implemented if agreed upon by the UFBOT and the UFF pending ratification of the completed UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty.

3. The following articles have been agreed to and shall be implemented when agreement has been reached by the parties on all of the articles and appendices, above, or, failing such agreement, upon ratification of the completed UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty:

- Article 3, Management Rights

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Article 4, UFF Rights
Article 34, Totality of Agreement

4. The UFBOT and the UFF may, by mutual agreement, modify any of the articles and appendices listed in paragraphs 1–3, above, in order to correct technical errors, inconsistencies, or minor details. Any such modifications shall remain in effect pending final ratification of the complete UFBOT-UFF Collective Bargaining Agreement by the Trustees and by the bargaining-unit faculty.

5. The complete text of each implemented article, appendix, or other provision that has been agreed to by the parties shall be posted, from a link titled “New Provisions for Faculty Collective Bargaining Agreement,” under the existing category “University Governance” on the University’s “Faculty & Staff” website and from a link on the first page of the UFF website.

6. All articles and appendices that are agreed to by the representatives of the Trustees and the UFF shall be subject to final ratification by the Trustees and by the bargaining-unit faculty once the entire UFBOT-UFF Collective Bargaining Agreement is completed.

7. Notwithstanding any other provision of this MOA, the Settlement Agreement of unfair labor practice charges that the parties agreed to on October 3, 2006 and any memorandum of understanding executed from January 6, 2006 through the present shall remain in effect, except that this Memorandum of Agreement shall supersede paragraphs 3–5 of the Settlement Agreement.

8. Grievances filed over violations occurring after the effective date of this memorandum of any newly implemented article or appendix shall be considered timely if they are filed before September 25, 2008, or in accordance with timelines specified in the newly implemented Grievance and Arbitration article, whichever is later.

9. Neither the Trustees nor the UFF shall interpret this Memorandum of Agreement as waiving, nor shall it in any way be deemed to waive, any rights either party may have to bargain with respect to wages or other terms and conditions of employment, except as specifically set forth herein.

10. This Memorandum of Agreement shall take effect as of the date signed by both parties.

Approved: _____
For the University of Florida
Board of Trustees

Approved: _____
For the United Faculty of Florida

Date: _____

Date: _____