

STATE OF FLORIDA
PUBLIC EMPLOYEES RELATIONS COMMISSION

UNITED FACULTY OF FLORIDA,

Charging Party,

vs.

Case No. CA-2003-051
CA-2005-082
CA-2006-041

**UNIVERSITY OF FLORIDA
BOARD OF TRUSTEES,**

Respondent.

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SETTLEMENT AGREEMENT

The United Faculty of Florida (hereafter, the “UFF”) and the Board of Trustees of the University of Florida (hereafter, the “Trustees”) agree to resolve the above case on the following terms:

1. The parties recognize and affirm that changes in mandatory subjects of bargaining for bargaining unit members are subject to collective bargaining and shall only be implemented by agreement between the parties.
2. The Trustees shall immediately implement Section 37.2(b) of the proposed new collective bargaining agreement, which relates to linking the UFF website to UF websites and which was agreed to by the parties on February 24, 2006.
3. Except as specified elsewhere in this settlement agreement, the parties shall observe the amendments to regulations 6C1-7.010, 6C1-7.013, and 6C1-7.048 enacted in July 2005 unless a provision of a regulation conflicts with the terms of any subsequent agreement or Memorandum of Understanding or of a new Collective Bargaining Agreement.
4. The tenure and promotion rules and procedures, as specified in UF Regulation 6C1–7.019 and the “Guidelines and Information Regarding the Tenure, Permanent Status and Promotion Process for 2006–07,” shall apply to members in the bargaining unit who apply for tenure and/or promotion

Approved: Michael Mattinne
For the University of Florida
Board of Trustees

Approved: Chris Fryman
For the United Faculty of Florida

Date: October 3, 2006

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during the 2005–06 or 2006–07 academic year cycles. The new collective bargaining agreement shall apply to members in the bargaining unit who apply for tenure and/or promotion during the 2007–08 academic cycle and thereafter. However, if the Trustees and the UFF have not agreed to articles addressing tenure and promotion proposed for the new collective bargaining agreement by March 1, 2007 and there has not been a Memorandum of Understanding between the parties extending this provisional implementation, then the provisions of the 2001–2003 CBA shall apply to members in the bargaining unit who apply for tenure and/or promotion during the 2007–08 academic year cycle and thereafter, until those provisions are changed by a new Collective Bargaining Agreement or a formal Memorandum of Understanding between the Trustees and the UFF pertaining to such changes, or unless such changes are part of a lawful resolution of the formal impasse resolution process, pursuant to Chapter 447, Florida Statutes.

5. Since the parties have agreed to follow the regulations on tenure and promotion, as specified in UF Regulation 6C1–7.019 and the “Guidelines and Information Regarding the Tenure, Permanent Status and Promotion Process for 2006–07,” the UFF or a bargaining unit member may redress an alleged violation of those regulations by filing a grievance in accordance with the new grievance procedure to be bargained between the Trustees and the UFF. The grievance regarding tenure or promotion for 2006–07 shall be considered timely if it is filed after the new grievance procedure is implemented but within the time limits the new grievance procedure specifies.

6. In addition, certain grievances filed after August 29, 2002, that either the Trustees or the UFF believes to be active (Biro, Anderson, Thrall, the class grievance by members from the Student Mental Health Center) shall be considered timely and processed anew according to the specifications of a new grievance procedure to be bargained between the Trustees and the UFF.

7. The provisions of the “UFF Rights” article of the proposed collective bargaining agreement, which the parties agreed to on October 3, 2006, shall be implemented immediately except that, beginning with the summer 2006, the Trustees shall provide the UFF with twelve (12) units of released time each semester and seven (7) units of released time each summer until resolution of the new collective bargaining agreement currently being negotiated by the Trustees and the UFF. Any such unit of released time (twelve units in each semester and seven units in each summer) that the UFF does not designate a faculty member to use during this period before a new agreement is ratified shall be carried forward for use at a subsequent time of the UFF’s choosing. The UFF may, before November 15, 2006, amend the released time requests it has already made for the summer 2006 and for the 2006–2007 academic year. In every other respect except for the number of units of released time to be provided, the option of amending the released-time requests, and the option to defer the use of unused released time, the provisions of the new “UFF Rights” article shall apply.

8. The UF Chapter of the UFF shall be entitled to twenty-six (26) units of released time, to be

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 For the University of Florida
 Board of Trustees

Approved: Chris Sudders
 For the United Faculty of Florida

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utilized at a time of the UFF's choosing, in addition to the released time provided in paragraph 7, above, and in addition to the released time provided in the "UFF Rights" article of the proposed new collective bargaining agreement, which the parties agreed to on October 3, 2006, and in addition to any released time that the Trustees and the UFF may negotiate at any time in the future. The twenty-six (26) units of released time referenced in this paragraph shall not be used all at once in only one or two semesters or summers.

9. The UFF shall follow the provisions of the "UFF Rights" article, which the parties agreed to on October 3, 2006, in requesting use of the additional units of released time specified in paragraph 8, above.

10. The parties agree that the Trustees may make discretionary salary increases, as specified in the Memorandum of Understanding on Salaries agreed to by the parties on October 3, up to an annualized cap of three-fourths of one percent (0.75%) of the total in-unit payroll until changed by a new Collective Bargaining Agreement or a formal Memorandum of Understanding between the Trustees and the UFF pertaining to such changes, or unless such changes are part of a lawful resolution of the formal impasse resolution process, pursuant to Chapter 447, Florida Statutes.

11. The UFF shall withdraw, with prejudice, the unfair labor practice charges in this case.

Approved: *Michael Alton*
For the University of Florida
Board of Trustees

Date: *October 3, 2006*

Approved: *Chris Smolyn*
For the United Faculty of Florida

Date: *October 3, 2006*