

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 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

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

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 July 1, 2008.