

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between United Faculty of Miami Dade College, FEA, AFT, AFL-CIO, Local 4253 (hereafter "Union") and Miami Dade College (hereafter "MDC") this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

WHEREAS, the parties have entered into reopener negotiations pursuant to Article 16, Section 4 and Article 22, Section 1 and 2; and,

WHEREAS, given the current financial crisis facing MDC the parties acknowledge that it is the interest of the faculty and the College to enter into this Memorandum of Understanding.

IT IS THEREFORE agreed to as follows:

1. This Memorandum of Understanding is entered into pursuant to the parties' contract at Article 6, Section 2.

2. MDC guarantees no faculty layoffs; The College will not implement a Reduction in Force (RIF) with regard to UFMDC bargaining unit. No bargaining unit member shall be laid off from the date of this agreement through the end of the 2010-11 academic year. Nothing herein abridges or diminishes the College's ability to declare financial exigency pursuant to Florida Statute 447.

3. This MOU sets no precedent between the parties. The parties' collective agreement shall remain unchanged and in full force and effect except as expressly outlined above.

4. Any and all disputes arising out of this MOU shall be resolved pursuant to the grievance and arbitration mechanism outlined in the collective bargaining agreement.

5. This MOU does not alter the procedure, mechanism and timing of any other future re-opener and successor contract negotiations. This MOU only applies to the re-opener negotiations for the 2010-2011 academic year.

United Faculty of Miami Dade College

Miami Dade College

By: \_\_\_\_\_  
Mark Richard, President UFMDC

By: \_\_\_\_\_  
Eduardo J. Padrón, College President

*Handwritten signatures and dates:*  
[Signature] 6/14/10  
[Signature] 6/14/10