

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Florida State University Board of Trustees (“Board”) and the United Faculty of Florida (“UFF”) are engaged in good faith collective bargaining negotiations;

WHEREAS, the Board and UFF acknowledge progress in these negotiations but recognize that negotiations for a collective bargaining agreement will not likely be completed prior to the issuance of the 2005-2006 annual contracts to the faculty;

WHEREAS, the Board and UFF agree that it would be in the interest of Florida State University to administer certain compensation increases without delay and in conjunction with annual contracts. Therefore, the Board and UFF agree to the following:

1. *Increases for Promotion for Fiscal Year 2004-2005 and 2005-2006*

The parties agree that wage increases for promotion are to be granted in an amount equal to nine percent (9%) of the faculty member’s previous base salary in recognition of a promotion to the ranks Associate In __, Assistant University Librarian, Associate Professor, Associate Curator, Associate Scholar/Scientist/Engineer, Associate University Librarian.

The parties agree that wage increases for promotion to the ranks of Professor, Scholar/Scientist/Engineer, Research Associate, and University Librarian are to be granted in an amount equal to twelve percent (12%) of the faculty member’s previous base. Such salary increases shall be retroactive to the date of promotion. In the case of promotions for 2004-2005, the retroactive amount shall be the difference between nine percent (9%) and twelve percent (12%).

The written notification of each faculty member’s promotion increase shall state that the amount of promotion increases remains an unresolved issue in current collective bargaining negotiations, and the final amount of the increase may be higher than the adjustment reflected in the notification.

2. *Annual Wage Increases for Fiscal Year 2005-2006*

All eligible in-unit faculty members will receive a 3.6% salary increase to their base salary, which will become effective on August 1, 2005 for 12-month faculty members and at the beginning of the annual employment contract period (August 9, 2005) for 9-month faculty members. In order to be eligible for the salary increase, faculty members must have been employed before May 6, 2005, and must have received a satisfactory evaluation, or, if no evaluation has been done, be performing the job in a satisfactory manner as determined by their supervisor. Faculty members who have been given a notice of non-renewal before May 6, 2005, are not eligible for the pay increase.

3. *Merit Increases for Fiscal Year 2005-2006*

Any and all merit increases for faculty will be subject to the collective bargaining process and will only be implemented by agreement of the parties or through the statutory impasse procedure.

4. Other Bargaining Unit Wage Increases

No other salary increases, other than the increases described in Section 1 above and Section 5 below, will be administered absent the agreement of the parties or the resolution of an impasse.

5. Individual Wage Adjustments

Distinguished awards that are supported by Foundation resources, verified counter-offers, and litigation settlements shall be administered under the existing procedures pending any negotiated change in these procedures. Those increases shall not be utilized in a manner so as to avoid the bargaining obligation acknowledged in this Memorandum. The UFF shall be provided timely notice of these wage adjustments.

Enhancements for increased duties or exceptional service/performance increases that could not be recognized with the appropriate raise from general salary increase funds should be administered on an ad hoc, individual basis. Such increases should be considered a rare exception to the normal process of wage increases and must be carefully justified. For Academic Year 2005-2006, or until such time as a collective bargaining agreement is ratified, no more than a total of twelve (12) bargaining unit members shall receive such wage adjustments, and the UFF shall be provided timely notice of these increases. These increases shall not be utilized in a manner so as to avoid the bargaining obligation acknowledged in this Memorandum.

6. Obligation to Bargain

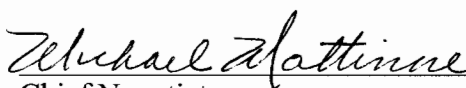
Neither party shall interpret this Memorandum as waiving, nor shall it in any way be deemed to waive, any rights either party may have to bargain with respect to wages or other terms and conditions of employment.

7. Time Limit

Authority to make salary adjustments pursuant to clause (5) above shall expire on October 31, 2005.


8. Scope of Agreement

This agreement shall not cover the terms of wages administered pursuant to Contract and Grant sources.



Chief Negotiator
Florida State University
Board of Trustees

July 13, 2005
Date



Chief Negotiator
United Faculty of Florida

13 July 2005
Date