

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 2004-2005 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 the annual contracts.

Therefore, the Board and UFF agree to the following:

1. Increases for Promotions for Fiscal Year 2004 – 2005.

The parties agree that wage increases for promotions 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 one of the faculty ranks described below:

Promoted to Associate In _____, or
Assistant University Librarian, or

Promoted to Associate Professor, Associate Curator,
Associate Scholar/Scientist/Engineer, and Associate
University Librarian;

To Professor, Scholar/Scientist/Engineer or Research
Associate.

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 2004-2005 or Merit Increases for Fiscal Year 2004-2005.

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

3. Other Bargaining Unit Wage Increases.

No other salary increases, other than the increases described in Section 1 above and Section 4 below, will be administered absent the agreement of the parties or the resolution of an impasse.

4. 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. These 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 shall 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.

During the term of this Memorandum of Understanding, no more than a total of ~~ten (10)~~ ^{twelve (12)}

twelve (12)
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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.

5. Obligation to Bargain.

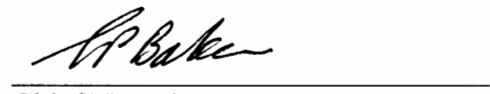
Neither party shall interpret this Memorandum as waiving, nor shall it in any way be deemed to waive, any rights either party may have to bargain with respect to wages or other terms and conditions of employment.

6. Scope of Agreement.

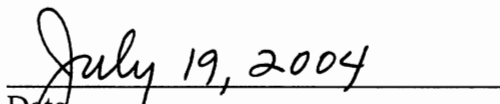
This Agreement shall not cover the terms of wages administered pursuant to C&G sources.



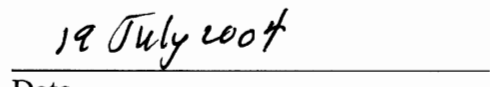
Chief Negotiator
Florida State University
Board of Trustees



Chief Negotiator
United Faculty of Florida



Date



Date