

MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA – FACULTY UNIT

Merit Bonus

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

WHEREAS, the Board and the UFF have determined it to be in their mutual interest to immediately agree during the course of their collective bargaining negotiations on the subject of the Merit Bonus by executing this Memorandum of Agreement;

NOW, THEREFORE, the Board and UFF agree to the following:

For fiscal year 2011-2012, faculty members whose annual performance based on the Spring 2011 Annual Performance evaluation is judged meritorious shall receive a one-time lump-sum payment reflected in a paycheck received in November, 2011, or as soon thereafter as departments/units are able to furnish lists of awardees. The allocation of bonus funds to individuals shall be according to each department/unit’s Faculty Evaluation Criteria and Procedures developed pursuant to Section 10.4, which must be consistent with the criteria for faculty evaluation specified in Sections 10.2 and 10.3. Consistent with Article 10, Evaluation, this Annual Evaluation may include multiple years as provided in the department/unit evaluation procedures. Departments/Units lacking such procedures shall develop such procedures by October 1, 2011, as specified in section 10.4.

The BOT and UFF agree that the intent of the one-time bonus is to reward faculty members for exemplary performance, beyond the minimum expectations for their position classification and department/unit.

Therefore, both parties agree that if the President or designee(s) determines that the proposed distribution of merit bonuses in any department/unit is inconsistent with the above expressed intent, the President or designee(s) may require that the unit provide a revised proposal that is consistent with this intent. With the exception of departments/units with fewer than 3 in-unit faculty members, a proposal to award merit bonuses to all members of a department/unit would be a *prima facie* violation of said intent.

In the case where such a revision is required, the President or designee(s) shall provide a written explanation to the department/unit and the UFF.

In order to be eligible, nine-month faculty members must be employed by the University in a salaried position on or before May 6, 2011 and be in active payroll status on August 8, 2011. Twelve-month faculty members must be employed by the University on or




before June 30, 2011 and be in active payroll status on August 8, 2011, in order to be eligible.

Each department/unit shall have a budget with a controlled total calculated using the number of eligible faculty members in the department/unit multiplied by \$750 (for 1.0 FTE), to be distributed based on the Spring 2011 Annual Performance Evaluation in accordance with the evaluation Criteria and Procedures documents developed, approved, and maintained according to the provisions of Section 10.4. Under no circumstances shall the total amount awarded within a department/unit exceed the amount based on the formula just described.

The Faculty Merit Evaluation Criteria and Procedures for departments/units whose plans are remanded by the President or designee(s) shall be reviewed by the dean of the College/Unit and the Dean of the Faculties, within thirty (30) days from the date the plan was remanded, for compliance with the intentions of merit bonuses/increases.

For 2011-2012, each dean shall have a budget with a controlled total calculated using the number of eligible faculty members in the college/unit multiplied by the amount of \$150 per 1.0 FTE to be distributed to recognize meritorious performance (including differential departmental performance) to in-unit department chairs, faculty members who report directly to deans, and other faculty members.

This Memorandum of Agreement is a good faith resolution that developed during the course of collective bargaining negotiations and, as such, is intended to be without precedent or prejudice to the UFF and the Board.

		
Irene Padavic Co-Chief Negotiator The United Faculty of Florida FSU Chapter	Scott Hannahs Co-Chief Negotiator The United Faculty of Florida FSU Chapter	Susannah Miller Chief Negotiator The Florida State University Board of Trustees
<u>8-8-2011</u>	<u>8/8/2011</u>	<u>08/08/11</u>
Date	Date	Date