MEMORANDUM OF UNDERSTANDING

Come now, the Parties, the Board of Trustees of the University of West Florida and the United Faculty of Florida at the University of West Florida, and enter into this memorandum and state the following:

WHEREAS, the Parties mutually agree to implement funds to address wage compression among the faculty at the University of West Florida;

WHEREAS, the Parties have been engaged in collective bargaining negotiations and will continue to engage in negotiations for a multi-year collective bargaining agreement;

WHEREAS, the unresolved issues discussed during these negotiations may be addressed and resolved in these ongoing negotiations;

WHEREAS, the issues raised in the negotiations including, but not limited to, wage compression, sick leave benefits, and parental leave, are issues that require time and study related to economic impacts; and

WHEREAS, the Parties acknowledge that wage compression is an issue requiring persistent efforts to address.

NOW THEREFORE, the Parties agree to the following:

On October 1, 2013, the University will distribute the sum of \$100,000.00 in recurring funds, exclusive of benefits, to address compression and/or market equity. Any wage adjustment for compression and/or market equity made pursuant to the MOU signed by the parties on June 8, 2012, and made pursuant to this MOU shall not exceed \$10,000 in the aggregate to any one faculty member.

The same methodology used for the distribution of wage compression funds in 2011-2013 will be used for the determination of eligibility for the distribution of the wage compression funds on October 1, 2013, except the eligibility for these funds will be amended as follows:

To be eligible for these funds:

- i. Tenured or tenure-track in-unit faculty must have received a rating of either "excellent" or "distinguished" in each of the three areas (teaching, research and service) at any point on their 2009-2010, 2010–2011, or 2011–2012 evaluations by their respective Deans. "Excellent" or "distinguished" ratings need not be simultaneous so long as each category is rated "excellent" or "distinguished" at least once in this three year period.
- ii. Other in-unit faculty such as lecturers, instructors or librarians may have ratings in only two categories, and must have received a rating of either "excellent" or "distinguished" in each of the two areas at any point on their 2009-2010, 2010-2011, 2011-2012 evaluations by their respective Deans. "Excellent" or "distinguished" ratings need not be simultaneous so long as each category is rated "excellent" or "distinguished" at least once in this three year period.

- iii. Faculty must be continually employed at UWF since August 2009 and must be in in-unit status as of the date of execution of this MOU, but need not have been in in-unit status prior to the execution of this MOU.
- iv. Faculty may not have received a notification of non-reappointment prior to July 1, 2013, or tendered a notice of resignation prior to July 1, 2013.
- 3. The Parties agree to meet two times per month for purposes of bargaining a successor contract, at mutually agreed upon dates and times, until agreement is reached or a party declares impasse.

Dr. Kathy Romack Chief Negotiator, UFF

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Michael Mattimore Chief Negotiator, UWF

Date