

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into this 31st day of April, 2014 between the Florida Gulf Coast University Board of Trustees ("FGCU") and United Faculty of Florida – FGCU Chapter ("UFF").

WHEREAS, the UFF is the certified bargaining agent for all in-unit faculty of the Florida Gulf Coast University; and

WHEREAS, consistent with the bargaining efforts engaged in between FGCU and UFF and the resulting terms, the parties desire to distribute the State of Florida \$600.00 bonus, using a formula system that considers, among other things: a) annual evaluation from the 2012-13 year, b) seniority (date of hire) and a minimum of three years of service at FGCU, and c) a tie-breaker. The formula grants one (1) point per year for every year of service at FGCU since 1997, and using the 2012-13 Annual Professional Development Report (APDR) points would be awarded using the formula below:

- a) Three (3) points for exceeds in each of the four evaluative areas (teaching, scholarship, service and other if applicable) divided by the total number of areas.
- b) Two (2) points for meets standards in the four evaluative areas divided by the total number of areas and,
- c) Zero (0) points for does not meet standards in any evaluative area and,
- d) In the tie-breaker, to encourage retention, the lowest paid faculty member with the same score would receive the bonus.

WHEREAS, the parties desire to recognize that the resulting score will be rank ordered in each College by in-unit faculty and the top 35% will be awarded the \$600.00 bonus. The number of employees who will receive the merit/retention bonus will not exceed 35% of the bargaining unit calculated in accordance with the terms of the legislative provision, and eligibility to receive the bonus shall be in accordance with section 110.1245, Florida Statutes. Calculations shall be rounded down in order to stay at or below 35%. Only those faculty members who have been employed by FGCU for the past three years, and have an average performance rating of at least "satisfactory" during the past year, shall be eligible for the merit/retention bonus. Failure to submit an Annual Professional Development Report (APDR) during the 2012-13 evaluation year would be cause for exclusion from the bonus.

WHEREAS, the parties seek to agree to additional eligibility criteria reflected in the state statute include, "the employee must have had no sustained disciplinary action during period beginning July 1 through the date the bonus is distributed. Disciplinary actions include written



reprimands, suspensions, dismissals, and involuntary and voluntary demotions that were associated with the disciplinary action.”

NOW, therefore the parties agree as follows:

- 1.) If there are so many employees within a certain level of evaluation score that the number of employees who would receive the bonus within the in-unit Faculty of that College would exceed 35%, in order to encourage retention, the faculty within that level shall be rearranged by base salary from lowest to highest. The bonus will then be awarded to faculty within that level from lowest paid to highest paid until the 35% eligibility level is reached
- 2.) Any employee who has been out of the bargaining unit for the evaluative year, but is now in the unit shall not be eligible for the bonus. Any employee who has been in the bargaining unit during the evaluative year, but is no longer in the unit shall not be eligible for the bonus as part of the bargaining unit, but may be considered for the bonus as part of the FGCU's overall 35% calculation.
- 3.) The Administration shall calculate the number of eligible employees within each College and shall rank all employees within all in-unit faculty members of the College from highest to lowest based on average performance evaluation scores awarded 2012-13 in accordance with the provisions of the collective bargaining agreement (see formula above).

Effective upon the acceptance of this MOA by the UFF and FGCU, the University will notify all in-unit faculty members who will be the recipients of the bonus. The bonus will be paid in June 2014.

UNITED FACULTY OF FLORIDA

Elizabeth A. Elliott
By: Elizabeth Elliott, Ph.D.
UFF-FGCU Chapter President

Date: 4/22/14

FGCU BOARD OF TRUSTEES

Ronald B. Toll
By: Ronald Toll, Ph.D.
Provost and Vice President for Academic Affairs

Date: 4/21/14