

ARTICLE 27
SALARIES
(for the 2008–2009 school year)

27.1 Policy. The Trustees and the UFF agree that salary is an important factor in the recruitment and retention of the faculty and an incentive for meritorious performance in research/scholarship/creative activity, teaching, and service.

27.2 Promotion and Sustained Performance Pay Increases.

(a) Promotions made to the rank of Associate Professor, Clinical Associate Professor, University School Associate Professor, Associate Curator, Senior Lecturer, Associate in _____, Associate Scholar, Associate Scientist, Associate Engineer, Associate University Librarian, Professor, Clinical Professor, University School Professor, Curator, Master Lecturer, Senior Associate in _____, Scholar, Scientist, Engineer, or University Librarian shall be in accordance with the provisions of Article 20, Promotions. Promoted faculty shall receive a promotion salary increase of nine percent (9%) of their base salary.

(b) Sustained Performance Pay Awards. Salary increases for 2008-2009 determined through the Sustained Performance Pay Plan (SPP) shall be granted in the amount equal to nine percent (9%) of the faculty member’s previous year’s base salary.

(c) 2008–2009 Applications for SPP Awards. The parties agree to conclude negotiations on SPP and Other Faculty Awards Programs by December 15, 2008.

(d) Twelve (12)-month faculty members shall receive the promotion or SPP salary increase effective July 1, 2008, and nine-month faculty members shall receive the promotion or SPP salary increase effective August 16, 2008.

27.3 Merit Salary Increases for 2008–2009. During 2008–2009 the Trustees shall provide a merit pay pool equivalent to three percent (3%) of the base salary for in-unit employees as of May 15, 2008. This merit salary pool shall be created in addition to the funding of increases for promotion or SPP described in Section 27.2 and shall be administered as follows:

(a) Each department or equivalent unit (hereafter, “unit”) shall be allocated three percent (3.0%) of the base salaries of all faculty members in the unit as of May 15, 2008. Faculty members in units with fewer than six (6) faculty members shall be grouped together for purposes of determining their pool of merit funds. The pool of merit funds for faculty members who have been moved into a new unit or reconfigured into a newly created unit shall be calculated and allocated separately for those faculty, and their individual merit increases shall be determined in accordance with the merit criteria that existed in their previous unit.

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For the University of Florida
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For the United Faculty of Florida

Date: 10-16-2008

Date: October 16, 2008

(b) Eligibility. To be eligible for a merit salary increase, the employee must have at a minimum a satisfactory evaluation and been employed by the University for the Spring 2008 semester. Exceptions: Visiting faculty members, faculty members who have been issued a notice of non-renewal pursuant to Section 13.3, or faculty members who have resigned for any reason are not eligible for merit increases.

(c) Qualifying Criteria for Merit Increases. Merit increases must be determined using existing criteria, which have been established by the faculty, chair, and dean of each unit consistent with the terms and provisions of this Agreement. Merit increases for faculty members who have been moved to a new unit or reconfigured into a newly created unit shall be determined in accordance with the merit criteria that existed in their previous unit.

(1) Merit salary increases shall be distributed to faculty members who qualify under the unit's criteria. In determining who receives a merit increase, the chair or equivalent supervisor (hereafter, "chair") shall consult with the unit's merit pay committee or its other governance bodies that are customarily consulted on salary decisions.

(2) The number of merit increases shall not be limited by any quota except by the merit criteria established by the faculty, chair, and dean in the unit, consistent with this Agreement.

(3) Merit Increase Amounts. The chair and the merit pay committee shall attach the unit's merit criteria and distribution system to the determined list of merit increases that are forwarded to the dean.

(4) The dean shall review the unit's merit increase decisions to ensure that they are not inconsistent with the unit's criteria for merit salary increases.

(5) A dean or other Trustee designee may modify a merit increase decision only if the increase is not in accordance with the unit's established criteria and this Agreement.

(d) After the implementation of merit increases for 2008-2009, the faculty of a unit may revise their merit criteria or distribution system upon approval by secret ballot of a majority of the unit's affected faculty members and developed in accordance with Article 9, Bylaws Governing Terms and Conditions of Employment. For revised criteria to be in effect for merit increases in the subsequent academic year, the revised criteria must be approved not later than March 15.

(e) Merit Increases for Chairs and Directors. Merit salary increases for bargaining-unit department chairs, directors of stand-alone centers and programs, or heads of equivalent administrative units and other members of the bargaining unit directly supervised by the dean shall be based on the annual evaluation by their dean. For the purpose of determining the amount available for merit salary increases for such individuals, the dean of each college shall treat all such chairs, center directors, program directors, or heads of equivalent administrative units as members of a single unit receiving three percent (3.0%) of the base salaries of all such individuals.

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Date: 10-16-2008

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(f) The Trustees or their designees shall not retaliate in any way against a faculty member or a faculty member's unit for merit increases determined in accordance with the unit's merit criteria and distribution system and this Agreement.

(g) The merit salary increases shall become effective September 19, 2008.

(h) Report of Results to Unit Faculty. Upon request, a faculty member shall be provided with the department/unit's merit pay criteria and distribution system and the complete results of their application for the year.

27.4 Salary Increases for P. K. Yonge Developmental Research School Faculty. P. K. Yonge faculty members shall receive the following salary increases during the 2008-2009 school year:

(a) All P. K. Yonge faculty shall receive a three percent (3.0%) across-the-board increase to their base salary rate as of September 1, 2008. Across-the-board salary increases shall be effective on September 19, 2008.

(b) Promotion raises of 9.0% shall be awarded to P. K. Yonge faculty members who are promoted.

(c) Increases to a faculty member's base salary based on a higher degree obtained by the faculty member shall continue to be implemented in accordance with current practice.

(d) A faculty member's base salary for 2008-2009 shall be no less than the level commensurate with the 2008-2009 P. K. Yonge Salary Schedule in Appendix "F".

(e) The Trustees shall provide to the UFF a report listing each faculty member and the amount of that faculty member's raise by category for the UFF's review prior to input into the payroll system.

(f) P. K. Yonge Salary Supplements. P. K. Yonge faculty members shall receive salary supplements for additional duties to be paid in a manner designated by the affected faculty member and in the amounts described in Appendix "G", under the following conditions:

(1) The activity has been assigned to the faculty member by the Director;
(2) Faculty members shall receive a separate salary supplement for each assigned activity;

(3) Specific salary supplement information on all supplements shall henceforth be provided to the P. K. Yonge faculty before the beginning of the academic year; and

(4) Salary supplements are not to be included in the base salary rate upon which future salary increases are calculated.

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For the United Faculty of Florida

Date: 10-16-2008

Date: October 16, 2008

(5) The parties commit to including a schedule of salary supplements available to P.K. Yonge faculty in any future collective bargaining agreement covering P.K. Yonge faculty.

(g) Extra Period. When the Director or designee determines that an additional teaching period(s) is needed in a specific course offering, the Director or designee shall post the position and request volunteers. If no in-field faculty member volunteers, the Director or designee may appoint an out-of-field qualified volunteer. Among the factors to be considered in the equitable selection of faculty for such an assignment shall be the following:

- (1) areas of certification;
- (2) prior teaching assignments;
- (3) supplemental positions held;
- (4) faculty member's most recent evaluation;
- (5) prior additional teaching period assignments.

Faculty selected to teach an additional period(s) shall receive their regular salary plus a supplement of twenty (20%) percent of the faculty member's daily rate of pay for each additional teaching period.

27.5 Administrative Discretionary Salary Adjustments. The Trustees may in appropriate circumstances adjust the salary of a bargaining unit member for market equity adjustments, verified counteroffers, salary compression/inversion, increased duties and responsibilities, special achievements, and similar special circumstances. All salary increases under this section shall be effective before June 30, 2009.

(a) The parties agree that the total funds for such discretionary increases shall be not less than one-fourth of one percent (0.25%) and not more than three-fourths of one percent (0.75%) of the total base salary rate of members of the bargaining unit as of August 30, 2008.

(b) Market Equity Discretionary Increases. If 0.25% has not been allocated for administrative discretionary salary adjustments by April 30, 2009, the remainder of those funds shall be dedicated to market equity adjustments.

(1) Database for Measuring Appropriate Market Salaries. The general databases that shall be used as a starting point for determining appropriate market salaries shall be the average salary at "RU/VH" universities ("Research Universities — very high research activity") for the faculty member's rank and discipline, as reflected in the most recent Oklahoma State University Faculty Salary Survey by Discipline (hereafter "OSU"), the most recent Association of Research Libraries annual salary survey (hereafter "ARL"), or the most recent APA, AAMC, or ACHA Salary survey, as appropriate.

(2) Eligibility. Bargaining unit members holding the rank of Associate Professor, Associate Curator, Associate University Librarian, Professor, Curator, or University Librarian, and bargaining unit members funded through auxiliary budgets shall be eligible for a market equity adjustment if their salary, after implementation of the salary increases described in

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Sections 27.2, is below eighty percent (80.0%) of the national average salary by rank and discipline.

(3) Method for Selecting Recipients. Not later than November 15, 2008, designees from the Trustees and the UFF shall identify the eligible bargaining unit members whose salaries, after implementation of the salary increases described in Sections 27.2, are less than 80% of the national average salary for the faculty member's rank and discipline. If 0.25% of the total base salary rate of members of the bargaining unit has not been allocated for administrative discretionary salary adjustments by April 30, 2009, the remainder of those funds will be distributed as market equity adjustments in equal dollar amounts to the identified faculty members.

(c) Salary Increases for Increased Duties and Responsibilities. Faculty members in the bargaining unit who are assigned increased administrative duties and responsibilities, such as department chairs, center directors, program directors, heads of equivalent administrative units, or department graduate or undergraduate coordinators, shall be eligible for salary increases on the same basis as all other faculty members, except that, in addition to the other salary increases for which they qualify, they shall receive in the first year of their appointment a discretionary salary increase or other appropriate accommodation in recognition of their increased duties and responsibilities. The supervisor shall identify any salary increase or other appropriate accommodations before the faculty member accepts and assumes the newly assigned duties. In each subsequent year of such service the dean shall evaluate the serving faculty member for merit increases pursuant to Section 27.3(e).

(f) Report of Discretionary Salary Adjustments. On July 15 of each year the Trustees shall provide the UFF with an electronic copy of the total list of discretionary salary increases under Section 27.5 that the Trustees have implemented to that point during the previous fiscal year ending June 30.

(1) These lists shall provide the name, rank, and department of the faculty member, the amount of the increase, and the reason for the increase (including the institution to whose offer the counteroffer is a response, if the increase is a counteroffer).

(2) In the case of counteroffers, the Trustees shall provide to the UFF a copy of the written offer to which the counteroffer was a response.

27.6 Salary Increases Funded Through Contracts, Grants, or Auxiliary Budgets.

(a) The funds available for salary increases to faculty members on contracts, grants, or auxiliary budgets, as a percentage of their collective base salary rate, shall be equivalent to the funds available for salary increases to faculty on Educational and General (E&G) funding, as a percentage of their collective base salary rate, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant.

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For the United Faculty of Florida

Date: 10-16-2008

Date: October 16, 2008

(b) Faculty on contracts, grants, or auxiliary budgets shall also be eligible for adjustments as defined in Section 27.5 provided that such salary increases are permitted by the terms of the contracts, grants, or auxiliary budgets and adequate funds are available for this purpose in the contracts, grants, or auxiliary budgets.

27.7 Faculty Award Programs. In addition to the discretionary salary increases identified in Section 27.5 and except as otherwise provided in this Agreement, the Trustees shall continue to provide one-time awards, which do not increase the faculty member's base salary, under the same programs and on the same basis as in the past.

27.8 Salary Increase Notification.

(a) Faculty members shall be notified prior to the submission to the payroll department of the salary increases that will be implemented under this Article. Upon request, a faculty member shall have the opportunity to consult with the person or committee that makes the initial recommendation for a salary increase.

(b) The faculty member shall receive not later than four (4) weeks after the implementation of the salary increases an official report on the form shown in Appendix "I" of this Agreement, which shall contain the following information:

- (1) the faculty member's name;
- (2) the faculty member's department and college;
- (3) the faculty member's base salary rate before this year's salary increases;
- (4) the amount received in each salary increase category, including any promotion or SPP increases or any other adjustments; and
- (5) the faculty member's new base salary rate after the salary increases described above.

27.9 Salary Adjustments for Faculty Members on Uncompensated Leave. The base salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all across-the-board pay increases that were distributed during the period of the faculty member's uncompensated leave and that the faculty member would have been eligible to receive if he/she had not been on uncompensated leave.

27.10 Notice to UFF.

(a) Not later than thirty (30) days after the first pay period in which the annual salary increases provided in this Article are reflected, the Office of Human Resource Services shall provide the UFF with a salary report in Excel spreadsheet format, listing all in-unit faculty members.

(b) This report shall include the following information for each faculty member:

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For the University of Florida
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Date: 10-16-2008

Date: October 16, 2008

- (1) name;
- (2) department and college;
- (3) rank or position including the titles such as "visitor";
- (4) position code;
- (5) percentage FTE appointment;
- (6) date of hiring;
- (7) date of most recent promotion;
- (8) years in current rank;
- (9) the faculty member's base salary before this year's salary increases;
- (10) the amount the faculty member received from each salary increase category, including any promotion or SPP increase or any other adjustments; and
- (11) the new base salary rate after the salary increases described above.

(c) A copy of the report of the annual salary increases referenced in this Article shall simultaneously be sent to the Smathers West library and be available to all faculty.

27.11 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to a faculty member that do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not OPS.

(b) Duties and responsibilities assigned by the University to a faculty member that are in addition to the available established FTE for the position shall be compensated through OPS, not Salary.

27.12 Grievability.

(a) Except for grievances alleging discrimination under the Nondiscrimination article, the only issue to be addressed in a grievance alleging violations of this Article is whether the Trustees properly applied the procedures set forth in this Article. If an arbitrator finds that the procedures have not been properly applied, the arbitrator shall identify the failure and remand the matter to the Trustees for proper application of the procedures and recalculation of the salary increase or salary level.

(b) If a faculty member seeks redress of an alleged violation of this Article by filing a grievance under the provisions of Article 31, Grievance Procedure and Arbitration, the act or omission giving rise to such a grievance may be the faculty member's receipt of any salary warrant for a full-pay period in which the salary increases referenced in this Article are reflected, but not later than six full-pay periods after the implementation of the salary increases under this Article.

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Date: 10-16-2008

Date: October 16, 2008