

## MEMORANDUM OF UNDERSTANDING

The University of Florida Board of Trustees and the United Faculty of Florida hereby agree to the following Memorandum of Understanding on Salaries in addition to the one agreed to by the parties dated and signed on September 15, 2006.

WHEREAS the University of Florida Board of Trustees (hereafter, the "Trustees") and the United Faculty of Florida (hereafter, the "UFF") are engaged in ongoing collective bargaining negotiations and acknowledge that negotiations for a collective bargaining agreement will not be completed and ratified in a manner that will allow for a timely implementation of wage increases for 2006-2007; and

WHEREAS the Trustees and the UFF agree that it would be in the interest of all parties to administer as much of the 2006-2007 salary package as the parties have agreed to but without waiving other rights to bargain with respect to wages and other terms and conditions of employment that the parties have not yet agreed on;

NOW, THEREFORE, the parties agree as follows:

1 Discretionary Increases. The Trustees may provide, as described below, additional salary increases for market equity considerations, including verified counteroffers; compression/inversion; increased duties and responsibilities; special achievements; litigation/settlements; and similar special situations. All salary increases under this section shall be committed before the end of the 2006-2007 fiscal year.

(a) The parties recognize that the total funds for discretionary increases shall be no less than one-fourth of one percent (0.25%) and no more than three-fourths of one percent (0.75%) of the total base salary rate of members of the bargaining unit as of May 15, 2006.

(b) Faculty Award Programs. In addition to the discretionary salary increases described in subsection 27.4(a), 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.

(c) Contract and Grant-Funded Increases. Faculty on contracts or grants shall receive discretionary salary increases, 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.

(d) Criteria for Market Equity Discretionary Increases. Any faculty member who believes his/her salary is not equitable in relation to their appropriate national market salary may formally request a market equity salary increase in accordance with the procedure described in Section (d)(1)-(5) below. The faculty members shall make this request in writing to the chair.

(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 Carnegie Class Research I universities for the faculty member's rank and discipline, as reflected in the most recent Oklahoma State University Faculty Salary Survey by Discipline (hereafter

Approved: Michael Mattinno  
For the University of Florida  
Board of Trustees

Approved: Chris Traylor  
For the United Faculty of Florida

Date: October 3, 2006

Date: October 3, 2006

“OSU”) or the most recent Association of Research Libraries annual salary survey (hereafter “ARL”), as appropriate.

(2) Method for Determining a Faculty Member’s Appropriate Market Salary. For any faculty member requesting a market-equity adjustment, the department/unit supervisor and the department/unit’s merit pay committee or other departmental governance bodies that are customarily consulted on salary decisions shall review the salary and curriculum vitae in relation to the OSU/ARL average salary for their academic rank in order to determine an appropriate market-equity salary adjustment, which the chair shall recommend to the dean. Each department/college or equivalent unit may, at its option, establish a method for determining a faculty member’s appropriate market salary, which shall include the establishment of baseline market salary levels for each rank/SPPP award and a means of measuring relative merit. The faculty member is entitled to present any documentation in support of the request.

(3) The chair shall report the results of the review to the faculty member and make a recommendation to the dean, attaching supporting documentation. If not satisfied with the response from the chair, the faculty member may address the issue with the appropriate dean.

(4) The dean shall review the chair’s recommendation and the supporting documentation and make a recommendation to the Provost, attaching supporting documentation. If not satisfied with the response from the dean, the faculty member may address the issue through the Office of the Provost.

(5) The Provost shall make the final decision regarding the requested market-equity adjustment. The Provost shall report that decision to the dean, department/unit chair, and the faculty member.

(e) Salary Increases for Increased Duties and Responsibilities. Faculty members in the bargaining unit who are assigned increased administrative duties and responsibilities for a period of two years or more shall receive in the first year of their appointment, in addition to the other salary increases for which they qualify, a discretionary salary increase to their base salary or other appropriate accommodations in recognition of their increased duties and responsibilities. The supervisor shall identify any salary increase or other appropriate accommodations prior to the faculty member accepts and assumes the newly assigned duties.

(f) On April 30, 2007, the Trustees shall provide the UFF with an electronic copy of the total list of the discretionary salary increases that the Trustees have implemented to that point during the fiscal year starting July 1, 2006. The Trustees shall also provide an electronic copy of a separate list of any discretionary salary increases for which they believe they have made commitments but have not yet implemented.

(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.

2. The parties shall continue to bargain over other salary increase provisions, including those

Approved: Michael Mattioli  
For the University of Florida  
Board of Trustees

Approved: Chris Swartz  
For the United Faculty of Florida

Date: October 3, 2006

Date: October 3, 2006

relating to merit salary increases, promotion and SPPP increases, and salary increases for P. K. Yonge faculty, in an effort to reach a mutually satisfactory agreement.

3. Department Chairs and Center/Program Directors.

(a) Faculty members in the bargaining unit who are department chairs, center directors, program directors, or heads of equivalent administrative units 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.

(b) Merit salary increases for bargaining-unit department chairs, center directors, program directors, 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 or equivalent supervisor. For the purpose of the distribution of merit salary increases, 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 equivalent to a department.

4. Funded Through Contracts, Grants, or Auxiliary Budgets. 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.

5. Salary Increase Notification. Faculty members shall be notified regarding the salary increases provided under this Article no later than four (4) weeks prior to the implementation of the salary increases described in this Article through the form shown in Appendix "G" of this Agreement.

(a) The report shall contain the following information:

- (1) the name of each faculty member;
- (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 for 2006-07, including any promotion or SPPP increases or any other adjustments; and
- (5) the faculty member's new base salary rate after the salary increases described above.

(b) 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.

6. 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

Approved: Michael Mattinne  
For the University of Florida  
Board of Trustees

Approved: Chris Smith  
For the United Faculty of Florida

Date: October 3, 2006

Date: October 3, 2006

leave.

7. Notice to UFF.

(a) No 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:

- (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 for 2006-07, including any promotion or SPPP 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.

(d) A copy of the department/unit's portion of the report shall be placed on file in each department/unit, available upon request to any faculty member of the department/unit no later than six (6) weeks after the implementation of such increases.

8. 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.

9. 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

Approved: Michael Mattione  
For the University of Florida  
Board of Trustees

Approved: Chris Smith  
For the United Faculty of Florida

Date: October 3, 2006

Date: October 3, 2006

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 2006-07 salary increases referenced in this Article are reflected, but not later than six full-pay periods after the effective date of the pay action.

10. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall this Memorandum of Understanding be in any way deemed to waive, any rights either party may have to bargain with respect to wages and other terms and conditions of employment, except as specifically set forth herein.

11. This Memorandum of Understanding will take effect as of the date signed by the University of Florida Board of Trustees and the United Faculty of Florida.

Approved: Michael Stettin  
For the University of Florida  
Board of Trustees

Date: October 3, 2006

Approved: Chris Smith  
For the United Faculty of Florida

Date: October 3, 2006