

ARTICLE 23 SALARIES

23.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally. To that end, the parties are committed to working toward the common goals of the University of Central Florida. This policy statement is not subject to Article 20, Grievance Procedure.

23.2 Legislative Increases/Bonuses.

(a) Fiscal year 2007-2008. One-Time Bonus by Legislative Mandate. Employees who have been continuously employed by the University for the period July 1, 2007 through November 1, 2007, who received a rating of Satisfactory or higher on their most recent performance evaluation, if any, and who are not on a notice of non-renewal as of October 31, 2007 shall receive a one-time lump sum bonus payment of \$1,000 less applicable taxes and withholding.

(b) Other fiscal years. If the Legislature appropriates funds for bonuses or salary increases that are intended to take effect after August 7, 2008, the amount appropriated shall be added to the increases agreed to elsewhere in this article and the structure of the bonuses or salary increases, where not fully defined in the appropriation language, shall be the subject of negotiation between the BOT and the UFF prior to the implementation of the additional increases.

~~23.2—Competitive Pay Adjustment by Legislative Mandate. Effective October 1, 2006, each eligible employee shall receive a 3.0% increase in the employee's September 30, 2006 base rate of pay. An employee shall be eligible if the employee was in an employment relationship with the University on June 30, 2006 and meets the requirements of the 2006 appropriations act.~~

[Note: BOT has proposed adding the title "Assistant in ____" to the list of promotion categories eligible for the 9% increase in 23.3. UFF has requested sufficient information to demonstrate that such promotion is comparable in terms of duration of employment and standards as other promotions currently recognized.]

23.3 Promotion Increases.

(a) Promotion salary increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks described below:

- (1). To Associate in _____, and Assistant University Librarian;
- (2). To Associate Professor, Associate Scholar/Scientist/Engineer, and Associate University Librarian; and
- (3). To Professor, Scholar/Scientist/Engineer, and University Librarian.

(b) ~~Each year, promotion salary increases shall be effective on August 8, 2006, for promotion during 2006 and August 8, 2007 for promotion during 2007. August 8th for promotion earlier that calendar year.~~ Promotion salary increases shall be effective on August

8, 2008, for promotion during 2007-08, August 8, 2009 for promotion during 2008-09 and August 8, 2010, for promotion during 2010-11.

~~23.4 Across the Board Salary Increases. In recognition of the Competitive Pay Adjustment described in Section 23.2, the University shall not provide additional across the board increases to employees for the 2006-2007 year. Effective August 8, 2008, the University shall provide a 2.00 percent (2.00%) base salary increase to each employee whose annual evaluation for 2007 was Satisfactory or higher and who was in an employment relationship with the University on May 6, 2008.~~

23.4 Bonuses.

(a) Effective October 3, 2008, the university shall provide a one-time bonus of \$1,000 to each educational and general (E&G) funded employee who was in an employment relationship with the university on July 1, 2008, whose most recent annual evaluation, if provided, was *Satisfactory* or above. If an employee's position is less than 1.0 FTE, the bonus shall be prorated. Contract and grant (C&G) and auxiliary funded employees are also eligible, but any bonuses provided in such cases shall be paid from the appropriate contract, grant, or auxiliary revenues.

(b) The amount of any bonus provided in accordance with 23.4(a) shall be added to the employee's base salary rate on **or retroactive to** May 8, 2009 if the employee is on a 9-month contract or on **or retroactive to** August 8, 2009 if the employee is on a 12-month contract.

23.5 Merit Salary Increases. Effective October 3, 2008 ~~August 8, 2006~~, the University shall provide merit salary increases to each department/unit equal to two one and two tenths ~~two one~~ percent (2.00 ~~1.2~~%) of the total base salary of employees in the department/unit, as of July 1, 2008 ~~May 6, 2008~~. All employees who are not members of a department/unit shall be grouped together and treated as a department/unit for the purpose of calculating and providing merit salary increases. Merit salary increases shall be provided to eligible employees in each department/unit according to the following criteria and procedures.

(a) Eligibility. ~~Departments with approved standards may participate in merit increase programs.~~ For the 2008-2009 ~~2006-2007~~ year, an employee is eligible under this Section if he or she received an *Satisfactory or above* ~~*Above Satisfactory* or *Outstanding*~~ on his or her most recent annual evaluation, and is still employed at the University on ~~the date of BOT ratification~~ October 3, 2008. Employees employed in 2007 and not evaluated shall be provided with an evaluation for that period and be eligible for a merit increase. An employee who was first employed in 2008 shall not receive a merit increase.

(b) Distribution. The merit salary increases for eligible employees shall be calculated as a percentage of their base salary. Such increases shall be distributed proportionately to those employees whose most recent annual evaluations are *Satisfactory*, *Above Satisfactory* or *Outstanding* in a ratio of 0.5 for *Satisfactory*, 1.0 for *Above Satisfactory* and 1.7 for *Outstanding*.

~~23.6 Market Equity Salary Increases. Effective August 8, 2007, the University shall provide an amount equal to ___ percent (___%) of the May 6, 2007 base salary of all employees for market equity salary increases. This amount is defined herein as the Available Market Equity for the University. Market equity increases shall be distributed according to the following criteria and procedures.~~

(a) — Eligibility. An employee is eligible under this Section if he or she has been employed by the University since at least August 8, 2004, has received a three-year average annual evaluation of *Satisfactory* or above for the 2004-2005 through 2006 period, and is employed by the University on the date of BOT ratification. An employee in a visiting position is not eligible for the market equity portion of the increase outlined in this Section.

(b) — Distribution:

(1) — Each employee's 3-year average annual evaluation shall be calculated by assigning a numerical value of 4 for *Outstanding*, 3 for *Above Satisfactory*, 2 for *Satisfactory*, 1 for *Conditional*, and 0 for *Unsatisfactory* to each of the employee's last three annual evaluations and calculating the average (arithmetic mean). An average of 1.5 or higher, but less than 2.5 shall be defined as a 3-year average annual evaluation of *Satisfactory*. An average of 2.5 or higher, but less than 3.5, shall be defined as a 3-year average annual evaluation of *Above Satisfactory*. An average of 3.5 or higher shall be defined as a 3-year average annual evaluation of *Outstanding*.

(2) — A Target Salary for each employee whose 3-year average annual evaluation is *Satisfactory* shall be defined as at least equal to eighty-five percent (85%) of the mean salary found in the most current CUPA-HR Salary Survey data available for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. A Target Salary for each employee whose 3-year average annual evaluation is *Above Satisfactory* shall be defined as at least equal to one hundred percent (100%) of the mean salary found in the most current CUPA-HR Salary Survey data available for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. A Target Salary for each employee whose 3-year average annual evaluation is *Outstanding* shall be defined as at least equal to one hundred-fifteen percent (115%) of the mean salary found in the most current CUPA-HR Salary Survey data available for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. If an employee's rank or discipline is not included in the most current CUPA-HR Salary Survey data availability, the University and the UFF shall jointly determine an alternative source of recent, national, average salary data to be used to define a Target Salary for that employee.

(3) — The Needed Market Equity for the University is defined herein as the sum, across all employees eligible for a Market Equity Increase, of the differences between each eligible employee's Target Salary and that employee's May 6, 2007 base salary.

(4) — The Available Market Equity Ratio is defined herein as the Available Market Equity for the University divided by the Needed Market Equity for the University.

(5) — The Market Equity Increase for an eligible employee shall be equal to the Available Market Equity Ratio multiplied by the difference between the employee's Target Salary and the employee's May 6, 2007 base salary.

[Reminder of intentional use of term "employee" in this article and throughout the CBA. UFF cannot and does not bargain programs for out-of-unit people. Any benefit developed in the collective bargaining agreement applies only to in-unit employees. Specifically, all TIP, RIA, and SoTL awards must be made to in-unit employees.]

23.76 Incentive Award Programs. If in-state, undergraduate tuition increases of 3.0% or more over Fall 2007 levels take effect for the Spring 2008 semester, then Incentive Award Programs shall be implemented as set forth in Paragraphs (a) through (e) (d) below, to recognize and promote employee faculty excellence and productivity that respond to and

support the mission of the University of Central Florida. ~~All 20067-20078 Incentive Awards shall be made using the procedures, standards, and criteria used for the 20046-20057 Incentive Awards programs, modified only to reflect date changes and the requirements of this section.~~ The president shall give the final approval for awards to the successful employees. Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employee's contract for the academic year in which the award was given. For awards allocated to individual colleges, colleges with fewer than 25 employees shall ~~will~~ be grouped into one unit for the purposes of allocating awards and making award decisions.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. For the 20068-20079 year the University shall award forty (40) new UCF-TIP awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(b) UCF-Research Incentive Award program. The UCF-Research Incentive Award ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field. For the 20068-20079 year the University shall award twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards.

(c) Scholarship of Teaching and Learning Program. The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning. For the 20068-20079 year the University shall award ten (10) new SoTL awards in addition to recycled awards. ~~The existing SoTL Faculty Eligibility Criteria and Award Criteria shall be revised to allow full-time instructors to apply for these awards.~~

(d) On or before December 31, 2008, revised application and selection procedures for all Incentive Award Programs shall be developed by the faculty senate and approved by the president or representative. These application and selection procedures shall be used in 2008-2009. The revised procedures shall meet the following general requirements:

(1) All colleges shall follow the same application process and use the same standards and criteria for making award decisions.

(2) All employees shall be eligible to apply for UCF-RIA and SoTL awards in their fifth or higher year of University employment.

(3) No employee shall win a particular award more frequently than once every five years.

(4) Teaching productivity eligibility criteria for a UCF-TIP award shall be met if an employee has been the instructor of record for at least one (1) course per academic year for the period of time considered in the award decision process.

23.7 (d) Excellence Awards. The University shall implement the merit-based bonuses set forth in Paragraphs (1) through (3) below to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

(a) ~~(1)~~ Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year appointment awarded to faculty with an extraordinary record of accomplishment in the three primary areas of academic endeavor: teaching, research and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.

(1) a. Award recipients shall receive an annual stipend of \$50,000 funded by the University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year renewable appointment.

(2) b. During the 2008-2009 year, no more than eight (8) employees shall hold Trustee Chair Professorships. For the 2006-2007 year, the University shall award up to eight (8) Trustee Chair Professorships.

(3) e. These awards shall be made according to existing criteria and procedures.

(b) (2) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three primary areas of academic endeavor: teaching, research and service.

(1) a. Award recipients shall receive a one-time payment of \$5,000 from Foundation funds as well as a Pegasus statue.

(2) b. For each of the 20067-20078 and 2008-2009 years, the University shall award up to two (2) Pegasus Professor awards.

(3) e. These awards shall be made according to existing criteria and procedures.

(c) (3) Excellence Awards

(1) a. Award recipients shall receive a one-time payment of \$2,000.

(2) b. For each of the 20067-20078 and 2008-2009 years, the University shall award seventeen (17) Excellence in Undergraduate Teaching awards each year, one (1) University Award for Excellence in Undergraduate Teaching, six (6) Excellence in Graduate Teaching awards, one (1) University Award for Excellence in Graduate Teaching, two (2) University Awards for Excellence in Faculty Academic Advising, one (1) University Award for Excellence in Professional Academic Advising, seven (7) Distinguished Researcher awards, one (1) University Distinguished Research award, two (2) University Awards for Excellence in Professional Service, and one (1) Excellence in Librarianship award.

(3) e. These awards shall be made according to existing criteria and procedures.

[Note: ADI package decreased to reflect small portion of 2008-2009 remaining for providing such increases.]

23.8 Administrative Discretion Increases. The University may provide Administrative Increases up to 0.10 ~~1.00~~ percent (0.10% ~~1.00%~~) of the total salary rate of education and general (E&G) funded employees who are in an employment relationship with the University on May 6, 2008~~6~~. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

(a) The University may provide Administrative Discretion Increases for verified written offers of employment, special achievements, compression and inversion, equity and market equity considerations, and similar special situations, to employees in the bargaining unit

(b) UFF Notification. At least 14 days prior to the effective date of any Administrative Discretionary Increase, no earlier than August 8, 2008, and no later than August 7, 2009~~7~~, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount

of the increase, and the reason for the increase. In addition, on or before October 9, ~~2009~~ ~~of each year~~, the University shall provide UFF with a comprehensive list of all Administrative Discretion Increases granted during the ~~previous contract year~~ 2008-2009 which states, for each increase, the information required in the individual notifications.

(c) The University notification to UFF of an Administrative Discretion Increase shall be provided simultaneously to the employee.

23.9 Salary Increases for Employees Funded by Contracts and Grants.

(a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General funding, 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. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the president or president's representative shall seek to have the contract or grant modified to permit or fund such increases. No later than thirty (30) days after implementation of bonuses or raises provided for in this article, the University shall provide to UFF a list indicating each contract and grant (C&G) employee who did not receive a bonus or raise for which the employee was otherwise eligible because the terms of the contract or grant did not permit it or adequate funds were not provided. This list shall include the reason the bonus or raise was not provided. Attached to the list shall be copies of all correspondence demonstrating the president's or president's representative's efforts to rectify the situation.

~~(b) — Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement, subject to the approval of the dean or unit head and the notice provisions of Section 23.8.~~

23.10 Report to Employees. All employees shall receive notice of their salary increases prior to implementation.

23.11 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

23.12 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of salary, not Other Personal Services (OPS) wages.

(b) Duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS wages, not salary.

23.13 Twelve-Month Payment Option. The parties agree that a twelve-month payment option for 9-month employees shall be offered ~~for 2007-2008 contract year and thereafter~~. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen (19) full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five (5) full bi-weekly paychecks received during the Summer semester. The University shall

provide an online calculator and assistance as reasonable, taking into account time and resources, to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately level across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected by this plan. Each year, all employees shall be informed in writing of the Twelve-Month Payment Option and provided instructions for enrolling in it.

23.14 Administrative Salary Stipends. A temporary salary increase which is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least ~~30~~¹⁴ days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's base salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to Section 23.8.

[moved from 28.5]

23.15 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.