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REPLY TO: TALLAHASSEE

July 12, 2010

VIA ELECTRONIC MAIL(jim.gilkeson@gmail.com)
AND FACSIMILE

Dr. James Gilkeson, Chief Negotiator
United Faculty of Florida
University of Central Florida
UFF/UCF Bargaining Team
Phillips Hall 103B
Orlando, FL 32816-3681

Dear Jim:

To clarify my comments at the pre-hearing conference before Mr. Starr, I am enclosing proposals for Article 23. One proposal reflects wage increases and the ability to allow for certain alternate counter-offers and equity adjustments. As reflected in our proposal, the ability to make individual wage adjustments is limited in amount, scope, and time.

We believe that the opportunity to provide individual wage adjustments and to allow for contract and grant employees to receive compensation allowed by the contract or grant to be an important aspect of the compensation of the University of Central Florida faculty. We cannot agree on a wage article that fails to permit the long-standing practices of the State University System.

We are also providing an Article 23 that we propose in the event an agreement between the parties cannot be reached. We do not see the value in endorsing a wage article that will disadvantage all of us in comparison to the other SUS institutions (that all allow ADI) or our peer institutions.

As a result, our position at impasse is that the UFF can agree to Article 23 – Proposal 5A or Proposal 5B. We hope that you can agree to Proposal 5A, but in the event we do not reach an agreement, we will request that the Board impose Proposal 5B.

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I trust this clarifies our position for the impasse hearing.

Sincerely,


Michael Mattimore

cc: Kenneth Starr, Special Magistrate
Sherry Andrews

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 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 Assistant in _____, 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 8th for promotion awarded earlier in that calendar year.

23.3 Fiscal year 2009-2010.

(a) One-time payment. Effective upon ratification of this article, the University shall provide a one-time payment of \$1,500 to each educational and general (E&G) funded employee who was in an employment relationship with the University on July 1, 2009, whose **2008** annual evaluation, if provided, was *Satisfactory* or above, and who remains employed by the University at the date of BOT ratification of this Article. **Those employed on or after December 23, 2008 will be assigned a *Satisfactory* rating for the purposes of granting a bonus.** 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, if such increases are provided by the granting agency.

(b) Merit Salary Increases. Effective August 8, 2009, the University shall provide a merit pool to each department/unit equal to one percent (1%) of the total base salary of employees in the department/unit as of May 6, 2009. 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.

(1) Eligibility. For the 2009-2010 year, an employee is eligible under this Section if he or she received a *Satisfactory* or above on his or her **2008** annual evaluation and is still employed at the university on the date of BOT ratification. **Those employed on or before December 22, 2008 who have not received a 2008 evaluation shall be provided one. An employee who was first employed on or after December 23, 2008, shall not receive a merit increase.** C&G and auxiliary funded employees are also eligible, but any increases provided in such cases shall be paid from the appropriate contract, grant, or auxiliary revenues, if such increases are provided by the granting agency.

(2) Distribution. The merit salary increases for eligible employees shall be calculated as a percentage of their base salaries. Such increases shall be distributed proportionately to those employees in a ratio of .5 for *Satisfactory*, 1.0 for *Above Satisfactory* and 1.7 for *Outstanding*.

23.4 Incentive Award Programs. Incentive Award Programs shall be implemented as set forth below, to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida. The president shall give the final approval for awards to the successful faculty. 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 employment agreement for the academic year in which the award was given. These awards shall be made according to existing criteria and procedures.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. For the 2009-2010 year the University shall award up to 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 2009-2010 year the University shall award up to 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 2009-2010 year, the University shall award up to ten (10) new SoTL awards in addition to recycled awards.

23.5 Awards of Distinction. The University shall implement the merit-based bonuses set forth below to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

(a) 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) 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) For the 2009-2010 year, the University may award up to eight (8) Trustee Chair Professorships.

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

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

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

(2) For the 2009-2010 year, the University may award Pegasus Professor awards.

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

(c) Excellence Awards

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

(2) For the 2009-2010 year, the University shall award Excellence in Undergraduate Teaching awards, one (1) University Award for Excellence in Undergraduate Teaching, 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, 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) These awards shall be made according to existing criteria and procedures.

23.6 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.

(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 if such increases are provided by the granting agency.

23.7 Administrative Discretion Increases. The University may provide Administrative Discretion Increases up to one percent (1%) of the total salary rate of employees who are in an employment relationship with the University on the 6th day of May, 2009. 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 such increase, 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.

(c) The University's ability to provide Administrative Discretionary Increases shall expire on **December 31, 2010**.

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

23.9 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.

23.10 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.

23.11 Twelve-Month Payment Option. The parties agree that a twelve-month payment option for 9-month employees shall be offered. 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.

23.12 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 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 23.7.

23.13 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.

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