

1 2018-2019 Supplement to CBA

2 ARTICLE 24 SALARIES

3 **The following modifications are subject to tentative agreement by October 26. If tentative agreement**
4 **is not reached by that date, there will be no one time lump sum payment and this proposal will be**
5 **withdrawn.**

6 **Modify Article 24 as follows:**

7 24.1 Policy. The University and UFF agree that salary is an important factor in the recruitment and
8 retention of faculty members and an incentive for meritorious performance in
9 research/scholarship/creative activity, teaching, and service.

10
11 24.2 Effective Date. All salary increases and adjustments referenced in this Article shall become
12 effective retroactive to the beginning of the faculty member’s annual appointment, unless otherwise
13 specified below.

14
15 24.3 Promotion Increases. Promotions made to the rank of Associate Professor, Clinical Associate
16 Professor, Associate Curator , Senior Lecturer, Associate in _____, Associate Scholar, Associate
17 Scientist, Associate Engineer, Associate University Librarian, Professor, Clinical Professor, Curator, Master
18 Lecturer, Senior Associate in _____, Scholar, Scientist, Engineer, or University Librarian shall be in
19 accordance with the provisions of Article 19. Promoted faculty shall receive a promotion salary increase
20 of nine percent (9.0%) of their base salary.

21
22 24.4 General Salary Increases.

23 (a) ~~The general salary increases for 2016-2017-2018 are effective January 1, 2018.~~ **For**
24 **Academic Year 2018-2019, pay adjustments will be in the form of a one-time lump sum payment based**
25 **on an aggregate payment pool of 4.0%. This lump sum payment will be a combined market and merit**
26 **payment at an amount and proportion determined by each college.**

27
28 (b) In each year of this agreement the University shall provide a raise pool allocated between
29 merit and across- the-board as follows:

	Merit	Across-the-board
2016-2017	0.0%	1.50%
2017-2018	3.0%	0.0%
2018-2019	0.0%	0.0%

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36 (c) Such increases, if any, are applied after a promotion increase.

37
38 (d) Faculty members in the bargaining unit shall be eligible to participate in the
39 University Term Professorships.

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41 (e) ~~Notwithstanding the limits of Article 24.5, by the end of January 2018, the University will~~
42 ~~spend approximately 2% of the total salary base of members of the bargaining unit for equity increases.~~
43 ~~Deans will consult with chairs on making determinations for such increases. Such increases will be~~
44 ~~effective August 2017.~~

45
46 ***The payments set forth in Article 24.4(a) will be effective as of December 21, 2018. In order to***
47 ***be eligible for the payment, employees must have been on the payroll as of June 30, 2018, must not***
48 ***have an unsatisfactory evaluation during 2018 and must not have received a non-renewal notice or***
49 ***submitted a notice of resignation or retirement as of December 21, 2018. The process for determining***
50 ***the merit portion of the lump-sum payments shall be in accordance with Article 24.4(h). For purposes***
51 ***of this 2018-2019 payment only, Article 24.6 is modified to replace the words "salary increase" with***
52 ***"one-time lump sum payment."***

53
54 (f) ~~The parties agree to re-openers of Articles 24.4 and 24.7 for 2017-2018 and 2018-2019~~
55 ~~in accordance with the provisions of Article 33, at a time mutually agreeable to the parties.~~

56
57 (g) Salaries for P.K. Yonge faculty are addressed in 24.7.

58
59 (h) With respect to the merit portion of any raises:

60 (1) In any year in which a merit raise is provided each department or equivalent unit
61 shall be allocated a merit pool using the base salaries of all bargaining unit faculty members in the
62 unit as of May 15. Chairs or equivalent supervisors who are in the bargaining unit are excluded
63 from those eligible. The chairs (by college) shall form a separate merit pool, and the dean shall
64 make merit raise decisions for the chairs.

65 (2) Eligibility. To be eligible, the employee must have, at a minimum, a satisfactory
66 evaluation and been employed by the University for at least one (1) semester. Visiting faculty
67 members or faculty members who have been issued a notice of non-renewal or layoff in
68 accordance with this Agreement or who have resigned for any reason are not eligible.

69 (3) Qualifying Criteria for Merit Increases. Merit increases must be determined using
70 existing criteria which have been established by the faculty, chair, and dean of each unit,
71 consistent with the terms and provisions of this Agreement.

72 a. Merit salary increases shall be distributed to faculty members who qualify
73 under the unit's criteria. In determining who receives a merit increase, the chair or
74 equivalent supervisor shall consult with the unit's committee responsible for merit pay
75 considerations.

76 b. The number of merit increases shall not be limited by any quota.

77 c. The chair and the merit pay committee shall attach the unit's merit
78 criteria and distribution system to the determined list of merit increases that are
79 forwarded to the dean.

80 d. The dean shall review the unit's merit increase decisions to ensure that
81 they are consistent with the unit's criteria for merit salary increases. The dean may send
82 the proposal back to the department for reconsideration, along with the noted concerns
83 where there appears to be an inconsistency between the criteria and the
84 recommendations.

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85 e. Notwithstanding other provisions of this agreement, department merit
86 procedures and tenure and promotion criteria shall be used for merit raises. In addition,
87 notwithstanding other provisions of this agreement, all activities in research, teaching,
88 and service for the three (3) previous years shall be considered for merit pay raises.
89

90 24.5 Administrative Discretionary Salary Adjustments. Subject to any qualifying provisions specified
91 below, the University may in appropriate circumstances adjust the salary of a bargaining unit member for
92 merit, market equity adjustments, verified counteroffers, salary compression/inversion, increased duties
93 and responsibilities, special achievements, and similar special circumstances. These increases may occur
94 at any time.
95

96 (a) The parties agree that the total funds for such salary adjustments shall be not more than
97 one percent (1.0%) annually, based on the total base salary rate of members of the bargaining unit as of
98 August 30. Any amount greater than the 1.0% is subject to approval of the UFF.

99 (b) Salary Increases for Increased Duties and Responsibilities. Faculty members in the
100 bargaining unit who are assigned administrative duties and responsibilities, such as department chairs,
101 center directors, program directors, heads of equivalent administrative units, or department graduate or
102 undergraduate coordinators, may receive a discretionary salary increase or supplement for the length of
103 their administrative appointment.
104

105 (c) Report of Discretionary Salary Adjustments. On July 30 of each year the University shall
106 provide UFF with an electronic copy of the total list of salary increases under Section 24.5 that the
107 University has implemented during the previous fiscal year ending June 30. These lists shall provide the
108 name, rank, and department of the faculty member, the amount of the increase, and the reason for the
109 increase.
110

111 24.6 Salary Increases Funded Through Contracts, Grants, or Auxiliary Budgets. The funds available for
112 salary increases to faculty members on contracts, grants, or auxiliary budgets, as a percentage of their
113 collective base salary rate, shall be equivalent to the funds available for salary increases to faculty on
114 Educational and General (E&G) funding, as a percentage of their collective base salary rate, provided that
115 such salary increases are permitted by the terms of the contract or grant.
116

117 24.7 Salary Increases for P.K. Yonge faculty members.

118 (a) Promotions made to the rank of University School Assistant Professor, University School
119 Associate Professor, or University School Professor, shall be in accordance with the provisions of Article
120 19. Promoted faculty shall receive a promotion salary increase of nine percent (9.0%) of the faculty
121 member's previous year's base salary plus degree supplement.
122

123 (b) Full-time faculty members who have received a satisfactory annual evaluation and are
124 not in layoff or non-renewal status shall be eligible for salary increases consistent with state policies. In
125 accordance with the provisions of Article 33, the University and UFF agree to re-open negotiations each
126 year of the contract for the purpose of determining appropriate raises consistent with state regulations
127 and policies. The current framework for a salary schedule is found in Appendix E. ~~The raise for 2017-2018~~
128 ~~for P.K. Yonge faculty is the same as for other bargaining unit faculty (3.0% of the P.K. Yonge salary base).~~
129 ~~This figure includes the annual and performance adjustments in Appendix E. The difference between the~~

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130 ~~performance adjustments and the 3.0% shall be paid across the board.~~ ***For Academic Year 2018-2019, in***
131 ***addition to the raises mandated in Appendix E, pay adjustments for P.K. Yonge faculty will include a***
132 ***one-time lump sum payment. This lump sum payment will be a combined market and merit payment***
133 ***at an amount and proportion determined P.K. Yonge. The combination of the raises in Appendix E and***
134 ***the one-time payment shall equal the 4.0% one-time pool for which all other members of the bargaining***
135 ***unit are eligible.***

136 (c) ~~In addition to the January 1, 2017, general raises described, P.K. Yonge faculty members~~
137 ~~whose salaries are less than \$50,000 shall receive a \$750 raise.~~

138
139 (d) Salary Supplements. Faculty members shall receive salary supplements for additional
140 duties assigned by the director and as specified in Appendix "F", under the following conditions:

141 (1) Salary supplements may be included for the purposes of calculating retirement
142 benefits but shall not to be included in the base salary rate upon which future salary increases are
143 calculated.

144 (2) If the faculty member resigns or is otherwise unable to complete additional
145 duties, the salary supplement will be prorated for the portion of additional duties actually
146 performed.

147
148 24.8 Salary Increase Notification.

149 (a) Faculty members shall be notified prior to the submission to the payroll department of
150 any merit or market equity salary increases that will be implemented under this Article. Upon request, a
151 faculty member shall have the opportunity to consult with the person or committee that makes the initial
152 recommendation.

153
154 (b) Faculty members shall receive written notice of any salary increase within four
155 (4) weeks of implementation, including a description of the reason for the raise.

156
157

158 24.9 Notice to UFF.

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

163
164 (b) This report shall include the following information for each faculty member:

165 (1) name;

166 (2) department and college;

167

168 (3) rank or position including the titles such as "visitor";

169 (4) position code;

170 (5) percentage FTE appointment;

171 (6) date of hiring;

172 (7) date of most recent promotion;

173 (8) years in current rank;

174 (9) the faculty member's base salary before this year's salary increases;

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175 (10) the amount the faculty member received from each salary increase category,
176 including any promotion increase or any other adjustments; and

177 (11) the new base salary rate after the salary increases described above.

178
179 (c) A copy of the annual salary increases referenced in this Article shall simultaneously be
180 sent to the Smathers West library and be available to all faculty.

181
182 24.10 Type of Payment for Assigned Duties.

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

186
187 (b) Duties and responsibilities assigned by the University to a faculty member that are in
188 addition to the available established FTE for the position shall be compensated through OPS, not Salary.

189
190 24.11 Grievability.

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

196
197 (b) If a faculty member seeks redress of an alleged violation of this Article by filing a grievance
198 under the provisions of Article 28, Grievance Procedure and Arbitration, the faculty member must file a
199 grievance within forty-five (45) days after the first paycheck that is affected by the alleged violation.

200
201
202 24.12 Other Faculty Award Programs. The University shall continue to provide one-time awards, which
203 do not increase the faculty member's base salary, under the same programs and on the same basis as in
204 the past.

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