

**ARTICLE 24
SALARIES**

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

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

24.3 Promotion Increases. Promotions made to the rank of Associate Professor, Clinical Associate Professor, Associate Curator, Senior Lecturer, Associate in _____, Associate Scholar, Associate Scientist, Associate Engineer, Associate University Librarian, Professor, Clinical Professor, Curator, Master Lecturer, Senior Associate in _____, Scholar, Scientist, Engineer, or University Librarian shall be in accordance with the provisions of Article 19. Promoted faculty shall receive a promotion salary increase of ~~nine percent (9.0%)~~ fifteen percent (15.0%) of their base salary.

24.4 General Salary Increases.

(a) The general salary increases for ~~2017-2018-2019~~ are effective ~~are effective~~ January 1, 2017. at the beginning of the faculty member’s annual appointment.

(b) In each year of this agreement the University shall provide a raise pool allocated between 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	TBD <u>1.0%</u>	TBD <u>3.0%*</u>

(*For 2018-2019, across-the-board pay increases will be based on 3% of the total salary base of members of the bargaining unit as of May 2018. This sum will be distributed equally among all returning members of the bargaining unit as a flat-rate increase to base pay. This lump sum base pay increase will be no less than \$3,500 per eligible employee.)

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

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

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

45
46 (f) The parties agree to re-openers of Articles 24.4 and 24.7 for 2017-2018 and
47 2018-2019 in accordance with the provisions of Article 33, at a time mutually agreeable to the
48 parties.

49
50 (g) Salaries for P.K. Yonge faculty are addressed in 24.7.

51
52 (h) With respect to the merit portion of any raises:

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

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

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

65 a. Merit salary increases shall be distributed to faculty members
66 who qualify under the unit’s criteria. In determining who receives a merit increase, the chair or
67 equivalent supervisor shall consult with the unit’s committee responsible for merit pay
68 considerations.

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

70 c. The chair and the merit pay committee shall attach the unit’s
71 merit criteria and distribution system to the determined list of merit increases that are
72 forwarded to the dean.

73 d. The dean shall review the unit’s merit increase decisions to ensure
74 that they are consistent with the unit’s criteria for merit salary increases. The dean may send
75 the proposal back to the department for reconsideration, along with the noted concerns where
76 there appears to be an inconsistency between the criteria and the recommendations.

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

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 82 24.5 Administrative Discretionary Salary Adjustments. Subject to any qualifying provisions
 83 specified below, the University may in appropriate circumstances adjust the salary of a
 84 bargaining unit member for merit, market equity adjustments, verified counteroffers, salary
 85 compression/inversion, increased duties and responsibilities, special achievements, and similar
 86 special circumstances. These increases may occur at any time.

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

91
 92 (b) Salary Increases for Increased Duties and Responsibilities. Faculty members in
 93 the bargaining unit who are assigned administrative duties and responsibilities, such as
 94 department chairs, center directors, program directors, heads of equivalent administrative
 95 units, or department graduate or undergraduate coordinators, may receive a discretionary
 96 salary increase or supplement for the length of their administrative appointment.

97
 98 (c) Report of Discretionary Salary Adjustments. On July 30 of each year the
 99 University shall provide the UFF with an electronic copy of the total list of salary increases
 100 under Section 24.5 that the University has implemented during the previous fiscal year ending
 101 June 30. These lists shall provide the name, rank, and department of the faculty member, the
 102 amount of the increase, and the reason for the increase.

103
 104 24.6 Salary Increases Funded Through Contracts, Grants, or Auxiliary Budgets. The funds
 105 available for salary increases to faculty members on contracts, grants, or auxiliary budgets, as a
 106 percentage of their collective base salary rate, shall be equivalent to the funds available for
 107 salary increases to faculty on Educational and General (E&G) funding, as a percentage of their
 108 collective base salary rate, provided that such salary increases are permitted by the terms of
 109 the contract or grant.

110
 111 24.7 Salary Increases for P. K. Yonge faculty members.

112 (a) Promotions made to the rank of University School Assistant Professor, University
 113 School Associate Professor, or University School Professor, shall be in accordance with the
 114 provisions of Article 19. Promoted faculty shall receive a promotion salary increase of ~~nine~~
 115 ~~percent (9.0%)~~ fifteen percent (15.0%) of the faculty member's previous year's base salary plus
 116 degree supplement.

117
 118 (b) Full-time faculty members who have received a satisfactory annual evaluation
 119 and are not in layoff or non-renewal status shall be eligible for salary increases consistent with
 120 state policies. In accordance with the provisions of Article 33, the University and UFF agree to

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121 re-open negotiations each year of the contract for the purpose of determining appropriate
 122 raises consistent with state regulations and policies. The current framework for a salary
 123 schedule is found in Appendix E. The raise for ~~2017-2018~~ 2018-19 for PKY faculty is the same as
 124 for other bargaining unit faculty (1% merit, 3.0% of the PKY salary base distributed equally as a
 125 lump sum raise to all eligible). This figure ~~includes~~ is in addition to the annual and performance
 126 adjustments in Appendix E, which are to be implemented prior to the raise. The difference
 127 ~~between the performance adjustments and the 3.0% shall be paid across the board.~~

128
 129 (c) Salary Supplements. Faculty members shall receive salary supplements for
 130 additional duties assigned by the director and as specified in Appendix "F", under the following
 131 conditions:

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

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

138
 139 24.8 Salary Increase Notification.

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

144
 145 (b) Faculty members shall receive written notice of any salary increase within four
 146 (4) weeks of implementation, including a description of the reason for the raise.

147
 148 24.9 Notice to UFF.

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

153
 154 (b) This report shall include the following information for each faculty member:
 155 (1) name;
 156 (2) department and college;
 157 (3) rank or position including the titles such as "visitor";
 158 (4) position code;
 159 (5) percentage FTE appointment;
 160 (6) date of hiring;

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- 161 (7) date of most recent promotion;
- 162 (8) years in current rank;
- 163 (9) the faculty member’s base salary before this year’s salary increases;
- 164 (10) the amount the faculty member received from each salary increase
- 165 category, including any promotion increase or any other adjustments; and
- 166 (11) the new base salary rate after the salary increases described above.

167
 168 (c) A copy of the annual salary increases referenced in this Article shall simultaneously be
 169 sent to the Smathers West library and be available to all faculty.

170
 171 24.10 Type of Payment for Assigned Duties.

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

175
 176 (b) Duties and responsibilities assigned by the University to a faculty member that
 177 are in addition to the available established FTE for the position shall be compensated through
 178 OPS, not Salary.

179
 180 24.11 Grievability.

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

187
 188 (b) If a faculty member seeks redress of an alleged violation of this Article by filing a
 189 grievance under the provisions of Article 28, Grievance Procedure and Arbitration, the faculty
 190 member must file a grievance within forty-five (45) days after the first paycheck that is affected
 191 by the alleged violation.

192
 193 24.12 Other Faculty Award Programs. The University shall continue to provide one-time
 194 awards, which do not increase the faculty member’s base salary, under the same programs and
 195 on the same basis as in the past.

196

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