

The parties agree that the following articles and appendices shall become a part of the successor Agreement without change:

Article 3 – UFF Privileges
Article 9 – Assignments
Article 13 – Layoff and Recall

The parties agree to the following reorganization of Article 8 (Appointments) with appropriate relettering of clauses following this text:

8.4 Changes in Appointments, Supplemental Appointments, and Appointment Modifiers

~~A. B. Change in Appointments.~~ Within thirty (30) calendar days of any changes in appointment terms, including changes in rank or the length of appointments, an employee shall receive an employment document outlining the changes, including all of the provisions listed above.

The parties agree that with the exception of the following change in Summer Appointments Policy and the reorganization agreed to above, Article 8 shall become a part of the successor Agreement without change:

8.4DG. Summer Appointments Policy.

1. Available supplemental summer appointments shall be offered equitably and as appropriate to qualified employees, not later than five weeks prior to the beginning of the appointment, if practicable, in accordance with written criteria. The criteria shall be made available in each department/unit.

~~2. Supplemental summer appointments shall be made in accordance with Section 1012.945, Florida Statutes ("the Twelve Hour Law").~~

~~3. Compensation. Faculty teaching during any of the summer terms shall be compensated in the same ratio of salary to assigned FTE compensation received during the regular academic year, but not to exceed \$12,000. For example, if a faculty member were assigned a three contact hour summer course that constituted .25 FTE of the faculty member's time if taught during a semester in the regular academic year and that faculty member's nine-month salary was \$60,000, then the summer compensation for teaching that course would be \$7,500 (quarter of the semester salary of \$30,000 or 12.5% of \$60,000 but not to exceed \$12,000). If a class is enrollment dependent and the minimum enrollment is not achieved, the Faculty scheduled to teach the class may negotiate with the Chair for compensation based on the enrollment but not for less than 10% of the salary. An enrollment dependent class that does not achieve minimum enrollment is otherwise subject to cancellation.~~

~~4. The \$12,000 limit continued in C.3 shall expire on August 6, 2009. All other provisions of C.3 remain in effect.~~

2. Student enrollment caps for a summer school course shall be no greater than 115% of the cap for the same course offered during the prior academic year.

3. FTE assignment. Summer School FTE for a standard lecture, on-line, or laboratory course is computed at one contact hour for every credit hour as listed in the

applicable University catalog, regardless of the session in which the course is taught, except that the FTE shall not be less than one contact hour for every contact hour assigned for the same course during the academic year.

4a. Summer School Compensation. For a standard lecture, on-line, or laboratory course, compensation is computed at 12.5% of the faculty member's nine (9) month salary for every three (3) credit-hour course, capped for summer 2011 at the level of \$12,500 for each three-hour course. Compensation and compensation limits shall be scaled proportionately to fixed credit-hours as listed in the applicable University catalog. (Examples: A supplemental summer teaching assignment for a 1-credit-hour class is capped at \$4,000; for a 3-credit-hour class, \$12,000; for a 4-contact-hour class, \$16,000.) The compensation cap contained in E.4a shall take effect for summer 2011 and expire on August 6, 2011. All other provisions of E.4a remain in effect.

4b. Compensation for Theses and Dissertation Hours Supervision. Summer school compensation shall be paid to faculty who are instructors of record for students enrolled for masters theses or doctoral dissertation hours. Regardless of the credit hours associated with the students' enrollment, compensation is computed at a rate of \$250 per student, to a maximum of \$2,500. Faculty may allow more students to enroll, but compensation is capped at \$2,500. The stated cap applies regardless of the number of sections of the same numbered course for which the faculty member is the instructor of record. However, the cap applies separately for masters theses or doctoral dissertation hours (e.g., a faculty member could receive \$5,000 for supervising 10 masters theses and 10 doctoral dissertations during the summer). FTE for such courses is computed at a rate of 0.025 FTE per student enrolled, up to a maximum of 0.25 FTE per section.

4c. Independent Study and Directed Reading Courses. During the summer session, a supplemental summer appointment is not available for a course with either "independent study" or "directed reading" in the title.

4d. A non-grant supplemental summer research assignment shall not exceed three contact hours. Specific contractual agreements as part of offers of employment shall be exempt from this limit if signed by the University and the new employee.

Article 23
Salaries

23.1 Pay Plan. Ranked Faculty (Lecturers, Instructors, Assistant Professors, Associate Professors, Professors, and equivalent Librarian ranks); non-ranked faculty; and in-unit Administration employees:

A. Competitive Pay Increases.

The University shall provide all eligible employees in the pay plan a competitive pay increase of ~~2-0~~1.0% to the employee's June 30, 2008 base salary. Eligible employees are those who were actively employed on June 30, 2008 and are actively employed on the effective date contained in 23.1E and who are, at a minimum, meeting their required performance standards. A satisfactory or better on their most recent evaluation (an employee with assigned FTE must have a "satisfactory" in the majority of assigned FTE), would meet the eligibility requirement. Satisfactory or better equates to a minimum of a "3.0" on a 5.0 point numerical rating scale.

B. Promotion Increases.

All employees receiving promotions shall receive a 9% increase to their base salary. In addition, employees promoted to Assistant Professor/Librarian shall receive an additional ~~\$1,500~~ \$3,000 base increase; employees promoted to Associate Professor/Librarian shall receive an additional ~~\$2,500~~ \$5,000 base increase; employees promoted to Professor/Librarian shall receive an additional ~~\$3,500~~ \$7,000 base increase.-

C. Merit Increases

The University shall provide a salary pool equal to ~~0-40~~1.0% of the June 30, 2008 2009 in-unit employee salary base to be distributed as follows to all eligible in-unit employees. Eligible employees are those employees whose most recent performance evaluations completed as of June 30, 2009 are strong and above (a minimum score on the most recent annual evaluation of at least 4.0 on a 5.0 point numerical rating scale). New hires with no evaluation are excluded from this pool. This pool shall be distributed at the department/unit level. The nominal evaluation ratings on the most recent annual evaluation shall be converted to numerical ratings (if ratings are already in numerical form, then those numbers shall be utilized so long as they are consistent with the 5.0 point scale that follows) with "outstanding" = 5.0; "strong to outstanding" = 4.5; "strong" = 4.0; "satisfactory to strong" = 3.5; "satisfactory" = 3.0; "weak to satisfactory" = 2.5; "weak" = 2.0 "unacceptable to weak" = 1.5; and, "unacceptable" = 1.0. Using the most recent annual evaluation completed as of June 30, 2009, each employee's numerical score in each area of assigned activity (the average of the peer committee's rating, if applicable, and the supervisor's rating) shall be multiplied by the assigned FTE, if applicable, to derive the overall raw score in each area of assignment

(for example, an employee receiving a rating of 4.0 in instruction, with a .60 FTE assignment in instruction would have a raw score in this category of 2.4, derived by multiplying 4.00 by .60). Raw scores in each area of assignment are added together to determine the overall raw score for the individual employee. The highest total raw score possible would be 5.0 and the lowest, 1.0. Once the overall raw score has been computed, all those employees with a minimum score of 4.0 would be eligible for general merit pool consideration.

In each department/unit, the performance scores shall be added together for all employees who have been determined eligible to participate in the distribution of the general merit pool. The percentage ownership of the department/unit's total performance scores shall be calculated by dividing each employee's performance score by the department/unit's total performance score points.

Each eligible employee's salary shall be adjusted to a 9-month, 1.0 FTE rate and multiplied by each employee's performance score. The resulting numbers shall be added together and each employee's percentage ownership of that total shall be calculated by dividing each individual employee's part of that total by the total of the department/unit. Total amount received shall be added to the employee's base salary.

D. Additional Eligibility Requirements.

Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the effective date of the salary increase described herein are not eligible to receive the increase described in Article 23.1A, and 23.1B and 23.1C. Further, any employee not employed by the University as of May 1, 2008 2009 is not eligible to receive the increases described in Article 23.1A, 23.1B and 23.1C.

E. Effective Dates.

The effective date of the salary increases described in Article 23.1A and 23.1C shall be no later than six (6) weeks after ratification. The Board of Trustees will vote on ratification of this contract within three (3) weeks after UFF ratifies it. The effective dates for salary increases described in Article 23.1B shall be August 7, 2010, ~~2008~~.

~~23.2 Duration.~~

~~This salary as described above shall be in effect for 2008/2009. It shall be in addition to any compensation (base or bonus) provided by the Legislature during this period.~~

23.2 ~~23.3~~ Contract and Grant Funded Increases.

Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

23.3 ~~23.4~~ Type of Payment for Assigned Duties.

Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the position and from OPS dollars for assigned duties in excess of the established FTE on the position. Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees' home departments/units and for work on USF funded internal grant programs.

23.4 ~~23.5~~ Salary Adjustments.

A. The University shall retain the authority to make salary adjustments for employees, based on the published guidelines of the University in effect as of August 7, 2004, for promotions, extra compensation and verified counteroffers. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances and lawsuits and other disputes. There is no total annual limit on the expenditures in the above cases listed in ~~23.5~~ 23.4. In addition, the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to make salary adjustments for market equity, including compression/inversion, and to develop and implement plans to provide additional base salary or lump sum increases for excellence in research, teaching, service and other assigned duties so long as the total annual expenditures does not exceed 1.0% of the June 30, ~~2008~~ 2009 in-unit employee salary base. ~~Any and all salary adjustments and cash bonuses awarded or that have been awarded in the 2008/09 academic year shall be counted to have been awarded within the 1.0% 2008/09 authorized discretion.~~

B. The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article ~~23.5A~~ 23.4A shall cease on August 6, 2011 ~~2009~~.

23.6 ~~5~~ Report to Employees.

All employees shall receive written notice of their salary increases on the "Appendix E" form prior to the implementation of the salary increases described in this article. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial and final recommendation for salary increases.

23.6 Honors and Awards. The University shall award a one-time bonus of \$2,000 to an employee who has received an award under the jurisdiction of the faculty senate or equivalent faculty governance body for a campus/institution. The University shall also award a one-time bonus of \$2,000 to a recipient of the Outstanding Undergraduate Teaching Award, Outstanding Undergraduate Advising Award, or Outstanding Researcher Award. The University shall also award a single increase to base salary of \$5,000 to a recipient of the Distinguished University Professor designation. The parties recognize that this provision shall continue as status quo past the end of the contract, including during a period of impasse.

23.7 Report to UFF.

Written reports shall be provided without cost by USF to the UFF indicating all salary and compensation adjustments and bonuses made on a quarterly basis pursuant to Articles 8.4D, 23.1A, 23.1B, 23.1C and ~~23.5~~ 23.4 by amount, nature of adjustment, name, rank department and college. The information shall be provided no later than ten business days following the close of a quarter.

Article 29
Amendment and Duration

~~29.1 Effective Date. The Agreement shall become effective July 1, 2008 if ratified by both the University Board of Trustees and the UFF or on the date it is ratified by both parties if ratification occurs after July 1, 2008 and remain in effect through August 6, 2009.~~

~~29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.~~

29.1 Effective Date. The Agreement shall become effective August 7, 2010 if ratified by both the University Board of Trustees and the UFF or on the date it is ratified by both parties if ratification occurs after August 7, 2010 and remain in effect through August 6, 2013.

A. Renegotiations for the agreement term August 7, 2011 through August 6, 2012 shall begin no later than May 1, 2011, and shall include the articles concerning salaries and benefits.

B. Renegotiations for the agreement term August 7, 2012 through August 6, 2013 shall begin no later than May 1, 2012 and shall include the articles concerning salaries and benefits and up to two additional articles to be chosen by each party no later than February 1, 2012.

C. Renegotiations for a successor agreement shall begin no later than October 1, 2012.

D. The parties may agree to include other subjects in their renegotiations.

29.2 Amendments. In the event the University and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

Appendix E

2008-2009-2010 Salary Increase Notification

In accordance with the provisions of the 2008-2009 current USF-UFF Agreement, your salary increase, effective ~~December 12, 2008~~ _____, is:

Current Salary as of June 30, 2008 2009:

Promotion from _____ to _____: \$ _____

Merit: _____

~~Guaranteed Minimum:~~ _____

~~Supervisor's Discretionary~~

Increase: _____

Market: _____

Other (Specify): _____

New Salary effective ~~December 12, 2008~~ _____: \$ _____

The recommendation for your salary increase was prepared by:

You may request a meeting to discuss this increase. _____