

United Faculty of Florida - USF Chapter

Package Proposal

July 16, 2010

All parts of this package are components of the whole.

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

Article 3 – UFF Privileges

Article 13 – Layoff and Recall

Article 8  
Appointments

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.

~~8.4 Appointments~~

~~B. A.~~ Department/unit head. An academic-year employee who has been given an assignment as a department/unit head ~~is generally eligible for~~ shall be offered a change in appointment from nine (9) months to twelve (12) months, ~~depending on the size and complexity of the department/unit~~ if there are at least five (5) full-time faculty equivalent (at least 5.0 faculty FTE) in the department/unit. In addition to ~~eligibility for the~~ any adjustment in salary from nine (9) month to twelve (12) month pay scale, the employee ~~may~~ shall be awarded a stipend according to the schedule in Appendix H, ~~dependent on the number of faculty and the complexity of the department/unit.~~

~~BC.~~ Change in Appointments.

1. An employee serving on a twelve (12) month appointment may request an academic year appointment. Similarly, an employee serving on an academic year appointment may request a twelve (12) month appointment. The President or representative shall carefully consider such requests, although staffing considerations and other relevant university needs may prevent them from being granted.

2. Upon approval by the President or representative, and assuming that the assigned responsibilities remain substantially the same, an employee's base salary shall be adjusted by 81.8 percent when changing from a twelve (12) month to an academic year appointment or by 122.2 percent when changing from an academic year appointment to a twelve (12) month appointment. For an employee whose appointment was previously changed at a salary adjustment other than 122.2 percent or at a salary adjustment other than 81.8 percent, the percent which is the reciprocal of the percent previously used shall be used to make the salary adjustment.

~~CD.~~ 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 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.

DE. Extra University Compensation Appointments.

1. ~~An Employee who is assigned increased University duties and responsibilities that are not in excess of a full appointment (1.0 FTE) is eligible for a salary adjustment to compensate the employee for said duties and responsibilities.~~

2. ~~Extra University compensation is defined as University compensation for any duties in excess of a full appointment (1.0 FTE). Available extra University compensation appointments within the University shall be offered equitably and as appropriate to qualified employees in sufficient time to allow voluntary acceptance or rejection. Extra compensation must be paid in accordance with applicable laws, rules, regulations and procedures. Any compensation paid in excess of the established FTE on the position shall be paid from OPS or temporary funds. All appointments up to the FTE established on the line, including summer appointments, shall be paid from salary funds. Exceptions are limited to the following: (1) faculty paid from grants/contracts during the summer may at their option and upon approval of their supervisors, receive payment in OPS so long as the grant/contract so stipulates; (2) faculty appointed in departments/units other than their own may receive summer payments from OPS funds regardless of the FTE assigned to them in their home units.~~

Article 9  
Assignments

9.3 Annual Assignment.

B. Instructional Assignment. The period of an instructional assignment during an academic year shall not exceed an average of seventy-five (75) days per semester and the period for testing, advisement, and other scheduled assignments shall not exceed an average of ten (10) days per semester. Within each semester, activities referred to above shall be scheduled during contiguous weeks with the exception of spring break, if any. An employee shall have at least two paid workdays after a scheduled final exam in which to grade the exam and calculate semester grades; if a scheduled final exam in spring for an academic-year employee falls within the last two paid days of the appointment for academic-year employees across the University, the appointment for the employees so affected shall be extended an additional day or days to meet the provisions in 9.3B.

9.8 Workweek. Scheduled hours for all employees shall not normally exceed forty (40) hours per week. Time shall be allowed within the normal working day for research, teaching, or other activities required of the employee, when a part of the assigned duties. Supervisors are encouraged to make appropriate reductions or adjustments in the number of hours scheduled in recognition of evening, night, and weekend assignments, and for periods when an employee is on call. Evenings, nights, and weekends when an employee is on call shall be considered in making other assignments. See Article 17.5, regarding schedule adjustment for holiday assignment. The University shall not make a semester or annual assignment that requires the employee to be regularly present at the employee's principal or secondary place of employment or any other designated location for more than five days in a single week, unless the employee and the UFF-USF Chapter consent in writing to said assignment.

9.10 Workload credit. The following workload credit provisions shall apply to any employee assigned more than two discussion, lecture, or on-line classes in a term; to any employee with more than .50 FTE assigned for teaching in a term; or to any employee assigned at least two classes with an enrollment of at least 250 students (cumulatively) across all classes assigned to the employee. For the purposes of Article 9.10, "enrollment" shall refer to the greater of the actual student enrollment as of the end of the term's drop/add period or the maximum enrollment cap during student registration for the term.

1. For classes not otherwise described later in 9.10, the FTE assigned within the employee's regular appointment shall be .25 FTE for a three-hour course. The FTE shall be scaled up or down proportionately by hour as listed in the catalog for courses listed in the catalog as carrying greater or fewer than three hours.

2. For an employee assigned to teach any class satisfying a writing-intensive requirement in the University's curriculum and for whom the University does not make available at least one grader for every 35 students, the FTE assigned for that class shall be increased proportionately by the ratio of the enrollment to 35 for enrollment not covered by an individual assigned by the University to assist in grading. E.g., an employee assigned to teach a three-

hour class with an enrollment of 70 students shall have the FTE for that class doubled (to .50 FTE) when the class satisfies a writing-intensive requirement in the University's curriculum and when the employee is the sole University employee grading student writing.

3. For any employee assigned to teach a class as the sole instructor with enrollment greater than or equal to 100, the employee shall be assigned additional FTE for the class as follows: for a class with enrollment between 100 and 200, 0.05 FTE; for a class with enrollment between 201 and 300, 0.10 FTE; for a class with enrollment greater than 300, 0.15 FTE.

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% to the employee's June 30, ~~2008~~ 2009 base salary. Eligible employees are those who were actively employed on June 30, ~~2008~~ 2009 and are actively employed on the effective date contained in ~~23.1D~~ 23.1F 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 base increase; employees promoted to Associate Professor/Librarian shall receive an additional \$2,500 base increase; employees promoted to Professor/Librarian shall receive an additional \$3,500 base increase.

C. Market Salary Adjustment.

The University shall provide all eligible employees in the pay plan a market salary adjustment to the employee's base salary. Eligible employees are those who have served continuously at USF since at least August 7, 1999, whose past five annual evaluations up through 2008 or 2008/2009 were each at least an overall "Strong" (at least 4.0 on a 5-point numerical rating scale) and whose June 30, 2009 base salary is less than 85% of the in-unit employee's current national market salary as determined by the Carnegie RU/VH Average Discipline Classification data of the 2008-2009 OSU Faculty Salary Survey by Discipline, current ARL or other current relevant national market salary data. This market salary adjustment shall be the lesser of \$500 or the amount required to bring the employee's salary up to 85% of the employee's current national market salary.

CD. 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.

#### DE. 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~~, and 23.1D.

#### EF. Effective Dates.

The effective date of the salary increases described in Article 23.1A, ~~and 23.1C and 23.1D~~ shall be ~~no later than six (6) weeks after ratification~~ June 30, 2010. 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 the August 8, 2008 immediately following the University's decision to promote an employee.

#### ~~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.~~

#### 23.32 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.

#### 23.4~~3~~ Type of Payment for Assigned Duties.

1. 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.

2. An employee who is assigned increased University duties and responsibilities that are not in excess of a full appointment (1.0 FTE) is eligible for a salary adjustment to compensate the employee for said duties and responsibilities. The University shall follow the schedule of salary adjustments in Appendix H.

3. Compensation for duties in excess of a full appointment (1.0 FTE) per 8.4E1, except for situations where said compensation derives from grants/contracts or where duties in excess of a full appointment consist of supplemental appointments in departments/units other than their own, shall be compensated at the employee's base salary rate for the assigned FTE in excess of a full appointment.

#### 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. 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 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 23.5 A shall cease on August 6, 2009.~~

23.4 Counteroffers. The University shall match every verified counteroffer up to \$10,000 above the employee's current base salary when an employee presents a written offer letter within five (5) business days of the offer with a salary and effective date printed in the offer letter and when the employee simultaneously provides documentation that the offer resulted from searches advertised in a venue USF uses for similar positions, such as (but not limited to) the Chronicle of Higher Education.

23.65 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.

23.76 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~~, 23.3 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.

23.7 Minimum salaries. No later than four weeks after the ratification of this agreement, employees with 1.0 FTE appointments for either the academic or calendar year shall have base salaries no less than the minimum salary listed for the relevant job code in the following table, with employees carrying less than 1.0 FTE appointments having base salaries no less than the proportionate minimum scaled to the appointment FTE:

<u>Job Code</u>	<u>Job Title</u>	<u>Academic-year minimum</u>	<u>Calendar-year minimum</u>
9003	Assistant Professor	\$ 43,639	\$ 50,438
9004	Instructor	\$ 38,013	\$ 43,760
9055	Assistant Librarian	\$ 43,639	\$ 50,438
9056	Instructor Librarian	\$ 38,013	\$ 43,760

23.8 Starting Salaries in the Bargaining Unit. The University shall hire all in-unit employees after June 30, 2009 at an initial salary of 100% of the in-unit employee’s current national market salary as determined by the Carnegie RU/VH Average Discipline Classification data of the 2008-2009 OSU Faculty Salary Survey by Discipline, current ARL or other current relevant national market salary data. In addition, for an employee who was not an in-unit employee as of June 30, 2009, and became an in-unit employee after June 30, 2009 (e.g., out-of-unit administrators reassigned as in-unit faculty), the University shall set the initial in-unit salary of any such employees transferring from out-of-unit roles into in-unit positions at 100% of the in-unit employee’s current national market salary as determined by the Carnegie RU/VH Average Discipline Classification data of the 2008-2009 OSU Faculty Salary Survey by Discipline, current ARL or other current relevant national market salary data.

23.9 Salaries of Out-of-Unit Administrators Reentering the Unit. For any out-of-unit University employee who was previously an in-unit employee and been in continuous employment at the University since leaving the unit (e.g., an out-of-unit administrator who had previously been an in-unit ranked faculty employee), upon the employee’s return to the bargaining unit, the University shall set the base salary as the greater of the following: the average in-unit salary within the department/unit for the employee’s job code; 110% of the employee’s last in-unit base salary; the employee’s last in-unit salary as adjusted to reflect all non-discretionary increases distributed to in-unit employees during the period out of unit; or 100% of the in-unit

employee's current national market salary as determined by the Carnegie RU/VH Average Discipline Classification data of the latest published OSU Faculty Salary Survey by Discipline, current ARL or other current relevant national market salary data.

23.10 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.

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 July 1, 2009 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, 2009 and remain in effect through June 30, 2012.

A. Renegotiations for the agreement term July 1, 2010 through June 30, 2011 shall begin no later than August 1, 2010, and shall include the articles concerning salaries and benefits.

B. Renegotiations for the agreement term July 1, 2011 through June 30, 2012 shall begin no later than February 1, 2011 and shall include the articles concerning salaries and benefits.

C. Renegotiations for a successor agreement shall begin no later than October 1, 2011.

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~~ Competitive Pay Increase: \_\_\_\_\_

~~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.

Appendix HSalary Adjustment Schedule for Increased Duties and Responsibilities

The University shall adhere to the following schedule of salary adjustments for in-unit employees assigned increased University duties and responsibilities that are not in excess of a full appointment (1.0 FTE).

<u>Responsibility</u>	<u>Temporary addition to annual base salary</u>
<u>Chair/director of department/unit</u>	<u>\$20,000</u>
<u>Interim chair/director of department/unit</u>	<u>15,000</u>
<u>Associate chair/director of department/unit</u>	<u>7,500</u>
<u>Interim associate chair/director of department/unit</u>	<u>5,000</u>
<u>Faculty Senate President on each campus</u>	<u>5,000</u>
<u>College faculty governance chair</u>	<u>2,500</u>
<u>Program coordinator responsible for all undergraduate or graduate programs in a unit or responsible for all degrees in a field</u>	<u>5,000</u>
<u>Interim program coordinator</u>	<u>3,500</u>
<u>Chair of search committee</u>	<u>2,500</u>
<u>Chair of institution-level committee engaged in work required to maintain accreditation</u>	<u>5,000</u>
<u>Chair of college-level committee engaged in work required to maintain accreditation</u>	<u>3,500</u>

All such salary adjustments shall end with the termination of the increased University duties and responsibilities.