

CONSTANGY

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September 9, 2010

VIA E-MAIL ED.MITCHELL@FLORIDAEA.ORG AND VIA U.S. MAIL

Mr. Ed Mitchell
Executive Director
United Faculty of Florida
FEA/NEA/AFT, AFL-CIO
306 E. Park Avenue
Tallahassee, FL 32301

**Re: University of South Florida and United Faculty of Florida - PERC Case
No.: SM-2010-050**

Dear Ed:

In an effort to reach an agreement concerning negotiations for a successor agreement between the UFF and the Board of Trustees, we are enclosing new proposals concerning the following Articles

- Article 3 – UFF Privileges;
- Article 8 – Appointment;
- Article 9 – Assignment of Responsibilities;
- Article 13 – Layoff and Recall; and,
- Article 23 – Salaries.

Our new proposals replace all previous proposals of the Board of Trustees which were rejected by the UFF.

Should you have any questions concerning the enclosures, please let us know.

Sincerely,

John F. Dickinson

JFD/pp
Enclosures

Article 3

UFF Privileges

3.1 Use of Facilities and Services. Subject to the rules of the University and the terms of this Agreement, the UFF shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other university-related organizations which are defined as follows:

University-Related Groups and Organizations. These groups and organizations may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, University Support Personnel Systems council, direct support organizations, the United Faculty of Florida, etc.

3.2 Communications.

A. UFF may post bulletins and notices relevant to its position as the collective bargaining agent on a reasonable number of existing bulletin boards but on at least one bulletin board per building where a substantial number of employees have offices. Specific locations shall be mutually selected by the University and the local UFF Chapter in the course of consultation pursuant to Article 2, Consultation. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for a period of thirty (30) days. If materials do not bear a date of posting the University may remove them at any time. In addition, such bulletin boards may not be used for election campaigns for public office or exclusive collective bargaining representation.

B. The University will place a link in an appropriate place on the University web site to the web site of the local UFF chapter.

C. Accessing existing university e-mail listservs or establishing a new listserv allowing the UFF electronic communications with employees shall be the subject of consultation pursuant to Article 2, Consultation. UFF agrees to pay a reasonable annual fee to the University if access to a University maintained e-mail listserv is provided. However, such listservs may not be used for election campaigns for public office or for exclusive collective bargaining representation. Employees who are e-mail recipients of the listserv shall have the right to have themselves removed from the listserv upon their written request.

3.3 Leave of Absence -- Union Activity.

A. At the written request of the UFF, provided no later than May 1 of the year prior to the beginning of the academic year when such leave is to become effective, a full-time or part-time leave of absence for the academic year shall be granted to up to 4 employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to up to 2 employees for the entire summer term, upon written request by the UFF provided no later than March

15 of the preceding academic year. Upon the failure of the UFF to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any of the requests that were submitted late.

B. No more than one employee per fifteen (15) employees per department/unit, need be granted such leave at any one time.

C. The employee(s) shall be placed in unpaid leave status. The employee will be responsible for continuation of benefits during the unpaid leave.

D. Employees on full-time leave under this paragraph shall, upon return to paid status, be eligible to receive salary increases in accordance with the provisions of Article 17.11. Employees on less than full-time leave under this paragraph shall be eligible to receive salary increases on the same basis as other employees.

E. An employee who has been granted leave under this Article for two (2) consecutive academic years shall not again be eligible for such leave until two (2) consecutive academic years have elapsed following the end of the leave. Two (2) employees, designated by the UFF, shall be exempt from the provisions of this subsection. Other exceptions may be granted at the discretion of the University upon prior written request by the UFF.

F. The University or the USF Board shall not be liable for the acts or omissions of said employees during the leave and the UFF shall hold the University and the USF Board harmless for any such acts or omissions, including the cost of defending against such claims.

G. An employee on such leave shall not be evaluated for this activity nor shall such activity be considered by the University in making personnel decisions.

3.4 Released Time.

A. The University agrees to provide a total of six (6) units of released time in both the Fall and Spring semester to full-time employees designated by the UFF for the purpose of carrying out the UFF's obligations in representing employees and administering this Agreement. However, the UFF shall reimburse the University for the cost of replacement courses/assignments for each employee receiving released time at a rate of \$3,500 per released unit utilized by the UFF. The UFF may designate employees to receive released time during the academic year, subject to the following conditions:

(1). No more than one (1) employee per fifteen (15) employees per department/unit may be granted released time at any one time, nor may any employee be granted more than a two (2) unit reduction in a single semester.

(2). The UFF shall provide the University with a list of designees for the academic year no later than May 1 of the preceding academic year. The designees shall serve for one (1) academic year. Substitutions for the spring semester may be made upon written notification submitted by the UFF to the University no later than October 15.

B. A "unit" of released time shall consist of a reduction in teaching load of one (1) course per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of ten (10) hours per week. Two (2) units shall consist of a reduction in teaching load of two (2) courses per Fall or Spring semester for instructional employees or, for non-teaching employees, a reduction in workload of twenty (20) hours per week. As specified in Article 3.4A, the University shall be reimbursed at a rate of \$3,500 per unit of released time utilized by the UFF.

C. Released time shall be used for conducting UFF business at the University or State level, and shall not be used for lobbying or other political representation. Leave for lobbying or other political representation may be purchased by the UFF pursuant to Section 3.

D. Upon the failure of the UFF to provide a list of designees by the specified deadlines, the University may refuse to honor any of the released time requests which were submitted late. Substitutions submitted after the October 15 deadline shall be allowed at the discretion of the University.

E. An employee who has been granted released time for either or both semesters during four (4) consecutive academic years shall not again be eligible for released time until two (2) academic years have elapsed following the end of the fourth academic year in which such released time was granted.

F. Employees on released time shall be eligible for salary increases on the same basis as other employees, but their released time activities shall not be evaluated nor taken into consideration by the University in making personnel decisions.

G. Employees on released time shall retain all rights and responsibilities as employees but shall not be considered representatives of the University or USF Board for any activities undertaken on behalf of the UFF. The UFF agrees to hold the University and USF Board harmless for any claims arising from such activities, including the cost of defending against such claims.

H. Summer. The UFF may designate three (3) employees to receive a thirteen week .25 FTE summer released time assignment however, conditional on the UFF reimbursing the University for the full (salary plus benefits) cost of the released time per employee. No more than one employee per 15 employees per department/unit be designated to receive such released time. The UFF shall provide the University with a list of the designees no later than April 7th of the academic year preceding the summer term. All other provisions contained in Article 3.4 above, except 3.4A and 3.4B above, shall apply to summer released time.

I. Collective Bargaining Released Time. The University will provide an additional three (3) units of released time during the semester prior to expiration of this contract for a bargaining team representing UFF for the purposes of engaging in collective bargaining of the next contract. However, the UFF shall reimburse the University for the cost of replacement courses/assignments for each employee receiving collective bargaining release time at a rate of \$3,500 per released unit

| utilized. No individual may receive more than 1 unit of released time pursuant to this section (I).

Article 8

Appointment

8.1 Policy

The University shall exercise its authority to determine the standards, qualifications, and criteria so as to fill appointment vacancies in the bargaining unit with the best possible candidates. In furtherance of this aim, the University shall, (a) advertise such appointment vacancies, receive applications and screen candidates therefore, and make such appointments as it deems appropriate under such standards, qualifications, and criteria, and (b) commit to an effort to identify and seek qualified women and minority candidates for vacancies and new positions.

8.2 Advertisement of Vacancies

Bargaining unit vacancies shall be advertised in the position vacancy announcement system. Employees of lower or equivalent ranks, employees who are spouses of employees, and employees who are local residents shall not, in the hiring process, be disadvantaged for that reason, except as provided in Florida Statutes Chapter 112. Prior to making the decision to hire a candidate to fill a bargaining unit vacancy, the appropriate administrator(s) shall consider recommendations which have resulted from the review of candidates by employees in the department, and following the departmental and College guidelines for hiring.

8.3 Appointments

All appointments shall be made via standard University offer letters. The University may attach informational addenda, except that such addenda may not abridge the employee's rights or benefits provided in this Agreement. All academic year appointments shall begin on the same date, except when otherwise modified and mutually agreed to by the University and the employee. A new offer letter will be generated should the essence of the appointment change (i.e., salary outside of established salary increase processes, promotions, tenure, etc.). Offer letters shall contain the following elements:

- A. (1) Effective Date;
- (2) Title, class code, rank, and appointment status;
- (3) Employment unit (e.g., department, college, institute, area, center, etc.);
- (4) An end date, if the appointment is for a limited duration. Otherwise, a statement indicating, "This employment offer will remain in force unless otherwise specified
- (5) Special conditions of employment;
- (6) A statement that the position is (1) tenured, (2) non-tenure earning, or (3) tenure-earning (specifying prior service in another institution to be credited toward tenure);
- (7) A statement that the employee's signature on the standard employment contract shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 20 Grievance Procedure and Arbitration;

(8) A statement that the appointment is subject to the Constitution and laws of the State of Florida and the United States, the rules and regulations of all applicable governing bodies of the University.

(9) Percent of full-time effort (FTE) assigned;

(10) Salary rate;

(11) The statement: "The USF/UFF Collective Bargaining Agreement (Article 6) prohibits discrimination against any employee based upon race, color, sex, sexual orientation, religion, national origin, age, military status, veteran status, disability, political affiliation, marital status, or employee rights related to union activity as granted under Chapter 447, Florida Statutes. Claims of such discrimination by the University may be presented as grievances pursuant to Article 20, Grievance Procedure and Arbitration";

(12) A statement informing the employee of the obligation to report outside activity and conflict of interest under the provisions of Article 19, Conflict of Interest and Outside Activity of the Agreement; and

(13) Principal place of employment.

8.4 Changes in Appointments and Supplemental Appointments

BA. 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

AB. In-unit administrative Assignments~~An employee who has been given an assignment as a department/unit head is generally eligible for a change in appointment from nine (9) months to twelve (12) months, depending on the size and complexity of the department/unit. In addition to eligibility for the adjustment in salary from nine (9) month to twelve (12) month pay scale, the employee may be awarded a stipend, dependent on the number of faculty and the complexity of the department/unit.~~

(1) With the exception of employees assigned to the University's St. Petersburg campus (see (2) below), an employee who has been given an assignment as an in-unit department/ unit head shall be changed in appointment from nine (9) months to twelve (12) months; however, the employee may request the retention of their nine (9) month appointment. In addition to the adjustment in salary from nine (9) month to twelve (12) month pay scale, the employee will be awarded a pay adjustment and stipend according to the following schedule to be used in conjunction with the reappointment of current chairs or appointment of new chairs;

- 1% increase in nine (9) month base salary per year of term of appointment; and •
- \$5,000 stipend;
- \$5,000 additional if department is Ph.D. granting;
- \$5,000 additional if department is comprised of more than 25 FTE faculty in the College of Arts & Sciences or more than 15 FTE faculty in the College of Education.

(2) An employee given an assignment as an in-unit department/ unit head on

the University's St. Petersburg campus shall retain a nine (9) month appointment. The employee will be awarded a stipend according to the following schedule to be used in conjunction with the reappointment of current chairs or appointment of new chairs;

- \$3,000 stipend;
- \$1,000 additional stipend if department is M.A. granting;
- \$1,000 additional stipend if the appointment constitutes a renewal appointment after an appointment as department/unit head for at least three consecutive prior years.
- \$1,000 additional stipend if given a summer assignment to perform department/unit head duties.

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(3) A compensation schedule for changes in employee appointment other than for department/unit head is provided in Appendix G.

(4) Regardless of applicable schedule, the amounts provided in this Article and related Appendix apply only to appointments created or renewed after the effective date of this Agreement.

C. Promotion Raises

1. All tenured employees receiving promotions shall receive a 9% increase to their base salary. In addition, employees promoted to Assistant Professor/Assistant University Librarian shall receive an additional \$3,000 base increase; employees promoted to Associate Professor/ Associate University Librarian shall receive an additional \$5,000 base increase; employees promoted to Professor/ University Librarian shall receive an additional \$7,000 base increase.
2. Employees in the non-tenure "Instructor" track who receive promotion to Instructor II or Instructor III shall receive a 6% increase to their base salary.
3. All promotion raises shall be effective on the first August 7 following the decision of the University to grant promotion. Employees on contracts or grants shall receive promotion 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.

D. 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.

~~C.E.~~ 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.~~

~~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 is computed at .0833 per credit hour for standard lecture, on-line and laboratory courses regardless of the session in which the course is taught.~~

~~4a. Summer School Compensation. Compensation is computed at 12.5% of the faculty member's nine (9) month salary per a 3 hour credit course, capped at the level of \$4,000 per credit hour for each course taught. (Examples: A 1 hour credit course is capped at \$4,000 while a 3 hour credit course is capped at \$12,000.)~~

~~4b. Compensation for Theses and Dissertation Hours Supervision. Summer school compensation shall be paid to faculty who are instructors of record, and who are registered as the students' thesis/dissertation chair, 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, supplemental summer appointment is not available for a course with either "independent study," "directed reading," or "directed research" in the title.

F. Awards and honors. As set forth below, the University will award a one-time bonus to an employee who has received an award under the jurisdiction of the faculty senate or faculty governance body for a campus/institution, or constituted peer review group (such as college committee). A compensation schedule for awards is provided in Appendix H. Compensation for awards not included in this Article, in other provisions of this Agreement, or in Appendix H shall be governed by Article 23, Salaries.

DG. 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 according to an objective schedule of supplements to be adhered to and to be a subject of discussion under Section 2.1 of Article 2. Any such schedule shall apply to duties and responsibilities assigned or reassigned after the effective date of this Agreement.

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.

EH. Visiting Appointments.

A "visiting" appointment is one made to a person having appropriate professional qualifications but not expected to be available for more than a limited period, or to a person in a position which the University does not expect to be available for more than a limited period. A visiting appointment may not exceed a total of four (4) consecutive years.

FJ. Adjunct Appointments.

The use of adjuncts at the University shall, upon the request of the UFF Chapter representatives, be a subject of consultation under the provisions of Article 2.1, Consultation.

GJ. Fixed Multi-Year Appointments.

1. Two- to five-year fixed multi-year appointments may be offered for the following:

- a. Instructors and Lecturers;
- b. Non-tenured or non-tenured earning Assistant Librarians, Associate Librarians, Librarians, Curators, and Counselors/Advisors;
- c. Scholars/Scientists, Research Associates, and Associate In/Assistant in _____;
- d. Clinical Faculty;
- e. Individuals who have officially retired from Universities or other organizations and who are at least 55 years of age;
- f. Tenured employees who decide to give up their tenured status to take advantage of whatever incentives might be offered by a fixed multi-year appointment; and
- g. Individuals who have held the rank of full Professor for at least seven (7) years at an institution of higher education.

2. Successive fixed multi-year appointments may be offered to eligible employees hired pursuant to Article 8.4(~~FJ~~)(1) as follows:

- a. Criteria used to determine in which instances to offer successive appointments include consideration of the basis for the initial fixed multi-year appointment, evaluation of performance, professional growth, extent and currency of professional qualifications, contribution to the mission of the department or program, staffing needs, funding source alternatives, and continuing program considerations. Such criteria shall be in writing and available to all eligible employees.
- b. The employee will be advised in the penultimate year of the appointment that to be considered for a successive fixed multi-year appointment, the employee must submit a request and written documentation pursuant to written procedures established by the University. The University shall notify the employee in writing of its decision to offer or not offer a successive appointment by the beginning of the final year of the employee's current appointment.

8.5 Reclassification of an Employee to a Non-Unit Classification.

Employees shall be provided written notice thirty (30) days in advance, with a copy to UFF, when the University proposes to reclassify the employee to a classification which is not contained in the General Faculty bargaining unit. The employee may request a review of such action consistent with the provisions of Article 27.6 and UFF may discuss such action pursuant to Article 2, Consultation.

APPENDIX G
UNIVERSITY OF SOUTH FLORIDA SYSTEM
SCHEDULE OF IN-UNIT FACULTY APPOINTMENTS: STIPEND AMOUNTS

<u>Position by Unit</u>	<u>Amount of Stipend</u>
COLLEGE OF ARTS & SCIENCES	
Associate Department Chair, 30> FTE faculty	\$ 7,500
Associate Department Chair, 25-29 FTE faculty	\$ 5,000
Associate Department Chair, 18-25 FTE faculty	\$ 3,500
Associate Department Chair, 17<	\$ 0
Director for Math Services	\$ 5,000
Director of Public Administration Program	\$ 8,500
Director, Volcano Research Cluster	\$10,000
Director, Washington Internship Program	\$ 3,000
Graduate/Area Program Director, 100> Ph.D. majors	\$10,000
Graduate/Area Program Director, 60-99 Ph.D. majors	\$ 7,500
Graduate/Area Program Director, 40-59 Ph.D. majors	\$ 5,000
Graduate/Area Program Director, 20-39 Ph.D. majors	\$ 3,500
Graduate/Area Program Director, 19< Ph.D. majors	\$ 0

COLLEGE OF BEHAVIORAL AND COMMUNITY SCIENCES

[See last entry]

(continued)

COLLEGE OF BUSINESS ADMINISTRATION

EMBA Faculty Stipends \$ 1,500
 Exide Professorship Stipend \$ 3,000

COLLEGE OF EDUCATION

Associate Chair, 25 ≥ FTE Faculty \$ 3,000
 Director, iTeach \$ 3,000

COLLEGE OF NURSING

Director, Unit/Department \$10,000
 Director of Concentration \$ 5,000
 Coordinator/Team Leader \$ 3,000
 Coordinate Specific Function \$ 2,500

COLLEGE OF THE ARTS

Assistant to Director \$ 3,000
 Associate to Director \$ 6,000
 Assistant Director \$ 8,000
 Associate Director \$12,000
 Research Center Director I \$ 2,000
 Research Center Director II \$ 5,000
 Research Center Director III \$ 8,000
 Senior Associate Director \$16,000
 Special Project Coordinator I \$ 4,000
 Special Project Coordinator II \$ 7,000

(continued)

OFFICE OF RESEARCH AND INNOVATION

Research Administration Faculty Fellowship \$18,000

OFFICE OF THE PROVOST

Patel Center Fellowship \$25,000
Neuroscience Fellowship \$25,000

USF SARASOTA-MANATEE

Faculty Coordinator, North Point campus \$ 7,800

USF ST. PETERSBURG

Academic Advisor, Limited Access Program \$ 2,000
College Program Directors \$ 7,500
Journalism and Media Studies
Florida Studies (split between two co-directors)
Coordinator, Limited Access Program \$ 2,000
Graduate Program Coordinator \$ 1,500
Environmental Science and Policy
Journalism
Liberal Studies
Institutional Program Director \$10,000
Honors Program
Center for Civic Engagement
Program Coordinator, GIS Program \$ 5,000

(continued)

COLLEGE OF BEHAVIORAL AND COMMUNITY SCIENCES

	Points (see table below)		
	12 or less	13-21	22 - 33
GROUP ONE			
Associate Chairs/Division Directors	\$5,000	\$6,500	\$8,000
Undergraduate Program Directors	\$5,000	\$6,500	\$8,000
Graduate Program Directors	\$5,000	\$6,500	\$8,000
Senior Clinic Directors	\$5,000	\$6,500	\$8,000
Senior Research Directors	\$5,000	\$6,500	\$8,000
Senior Associates to _____	\$5,000	\$6,500	\$8,000
GROUP TWO:			
Associate Directors: Academic Support	\$2,500	\$3,500	\$4,500
Associate Directors: Research	\$2,500	\$3,500	\$4,500
Associate Clinical Director	\$2,500	\$3,500	\$4,500
Associates to _____	\$2,500	\$3,500	\$4,500
GROUP THREE			
Assistant Directors: Academic Support	\$500	\$1,000	\$1,500
Assistant Directors: Research	\$500	\$1,000	\$1,500
Assistant Clinical Director or Coordinator	\$500	\$1,000	\$1,500
Assistants to _____	\$500	\$1,000	\$1,500

Point System Based on Size, Scope & Complexity

Size	Low (1 pt each)			Medium (2 pts each)			High (3 pts each)		
	1 - 10			11 - 29			30 +		
Number of individuals on faculty pay plan	1 - 5			6 - 20			21+		
Number of Graduate Assistants (TA/RA) & Post Doctoral	1 - 5			6 - 20			21+		

Number of Undergraduate Majors/Double Majors (Annual Unduplicated)	1 - 400	401 - 1000	1001+
Number of Graduate Students (Doctoral weighted as 2)	1 - 50	51 - 149	150+

Scope (breadth of programs)

	Low (1 pt each)	Medium (2 pts each)	High (3 pts each)
Number of active undergraduate programs (majors and minors)	1	2	3 +
Number of active graduate programs	1	2	3+
Number of active undergrad/grad certificates	1 - 2	3-4	4+
Number of grant proposals submitted	1 - 9	10 - 29	30+
Number of grant proposals received	1 - 9	10 - 29	30 +
Number of non-faculty employees (includes adjuncts)	1 - 19	20 - 75	76+

Complexity

	No	Yes
Decision-making authority	0	1
Personnel supervision responsibilities	0	1
Budgetary responsibilities	0	1

**APPENDIX H
UNIVERSITY OF SOUTH FLORIDA
SCHEDULE OF HONORIFIC AWARDS AND RESEARCH INCENTIVE AWARDS:
AMOUNTS OF COMPENSATION FOR WHICH IN-UNIT EMPLOYEES ARE ELIGIBLE**

<u>Honorific Award¹</u>	<u>Amount of Payment</u>
USF SYSTEM	
Distinguished University Professor	\$5,000 base salary increase
USF ST. PETERSBURG	
Teaching (Each College)	\$1,000 one-time payment
Teaching (University) (selected from College winners)	\$4,000 one-time payment
Research	\$5,000 one-time payment
Service	\$5,000 one-time payment
USF TAMPA	
Outstanding Undergraduate Teaching	\$2,000 one-time payment
Outstanding Undergraduate Advising	\$2,000 one-time payment
Outstanding Research Achievement	\$1,000 one-time payment
Excellence in Innovation	\$1,000 one-time payment
Jerome Krivanek Distinguished Teacher	\$1,000 one-time payment
Theodore & Venette Askounes-Ashford Distinguished Scholar	\$1,000 one-time payment
Beta Alpha Psi Outstanding Professor (School of Accountancy, College of Business)	\$1,076.50 ² one-time payment

¹Determined by a faculty governing body or committee, except for Beta Alpha Psi Professor award which is determined by a student group

²Includes FICA amount

Research Incentive Awards³

College of Business, School of Accountancy
 School of Accountancy Research Award
 \$4,000 one-time payment¹

College of Business, Information Systems & Decision Sciences
 Department Research Award
 \$4,000 one-time payment⁴

College of Nursing and College of Public Health & College of Nursing
 USF Health Research Incentive Program

ANNUAL GRANT AMOUNT	ONE-TIME PAYMENT AMOUNT
\$50,000 - \$99,999	\$2,500
\$100,000 - \$199,999	\$5,000
\$200,000 - \$299,999	\$10,000
\$300,000 or greater	\$15,000

³All awards based on achievement of specified objective criteria. Details of each award are available from the participating college.

⁴Amount is divided equally if article is co-authored by two or more faculty members from the school/department

Article 9

Assignment of Responsibilities

9.1 Policy. The professional obligation is comprised of both scheduled and non-scheduled activities. The parties recognize that it is a part of the professional responsibility of employees to carry out their duties in an appropriate manner and place. For example, while instructional activities, office hours, and other duties and responsibilities may be required to be performed at a specific time and place, other non-scheduled activities are more appropriately performed in a manner and place determined by the employee.

9.2 Considerations in Assignment.

A. The employee shall be granted, upon written request, a conference with the person responsible for making the assignment to express concerns regarding:

- (1). the needs of the program or department/unit;
- (2). the employee's qualifications and experiences, including professional growth and development and preferences;
- (3). the character of the assignment, including but not limited to the number of hours of instruction, the preparation required, whether the employee has taught the course in the past, the average number of students enrolled in the course in past semesters and the time required by the course, whether travel to another location is required, the number of preparations required, the employee's assignments in other semesters, the terms and conditions of a contract or grant from which the employee is compensated, the use of instructional technology, the availability and adequacy of materials and equipment, secretarial services, student assistants, and other support services needed to perform the assignments, and any changes which have been made in the assignment, including those which may have resulted from previous evaluations of the employee; and
- (4). the opportunity to fulfill applicable criteria for tenure, promotion, successive fixed multi-year appointments, and merit salary increases.

B. If the conference with the person responsible for making the assignment does not resolve the employee's concerns, the employee shall be granted, upon written request, an opportunity to discuss those concerns with an administrator at the next higher level.

C. The University and the UFF recognize that, while the Legislature has described the minimum full academic assignment in terms of twelve (12) contact hours of instruction or equivalent research and service, the professional obligation undertaken by a faculty member will ordinarily be broader than that minimum. In like manner, the professional obligation of other professional employees is not easily susceptible of quantification. The University has the right, in making assignments, to determine the types of duties and responsibilities which comprise the professional

obligation and to determine the mix or relative proportion of effort an employee may be required to expend on the various components of the obligation.

D. Furthermore, the University properly has the obligation constantly to monitor and review the size and number of classes and other activities, to consolidate inappropriately small offerings, and to reduce inappropriately large classes.

E. No employee's assignment shall be imposed arbitrarily or unreasonably. If an employee believes that the assignment has been so imposed, the employee should proceed to address the matter through the procedures in Appendix "F" of this Agreement, which shall be the exclusive method for resolving such disputes. Other claims of alleged violations of the Agreement with respect to employee assignments are subject to the provisions of Article 20, Grievance Procedure and Arbitration.

9.3 Annual Assignment.

A. Communication of Assignment. Employees shall be apprised in writing, at the beginning of their employment and at the beginning of each year of employment thereafter, of the duties assigned in teaching, research and other creative activities, public service, and of any other specific duties assigned for that year.

Except for an assignment made at the beginning of an employee's employment, the person responsible for making an assignment shall notify the employee prior to making the final written assignment. The assignment shall be communicated to employees no later than six (6) weeks in advance of its starting date, if practicable.

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.

C. Change in Assignment. Should it become necessary to make changes in an employee's assignment, the person responsible for making the change shall notify the employee prior to making such change and shall specify such change in writing.

D. Equitable Opportunity. Each employee shall be given assignments which provide equitable opportunities, in relation to other employees in the same department/unit, to meet the required criteria for promotion, tenure, successive fixed multi-year appointments, and merit salary increases.

(1). For the purpose of applying this principle to promotion, assignments shall be considered over the entire period since the original appointment or since the last promotion, not solely over the period of a single annual assignment. The period under consideration at the university shall not be less than four years. The employee's annual assignment shall be included in the promotion file.

(2). For the purpose of applying this principle to tenure, assignments shall be considered over the entire probationary period and not solely over the period of a single annual assignment. The employee's annual assignment shall be included in the tenure file.

(3). If an arbitrator determines that the employee was not provided an "equitable opportunity" as described in this section, the arbitrator may require the University to provide the "equitable opportunity" as described herein. The arbitrator also may retain jurisdiction for purposes of determining whether the ensuing assignment provides such "equitable opportunity."

(4). Nothing in this section should be interpreted to create an entitlement to an employee that denies or interferes with the right of the University to end the appointment of an employee pursuant to Article 12: Non-Reappointment, 13: Layoff and Recall, or 16: Disciplinary Action and Job Abandonment, provided the respective requirements and criteria for each of the Articles listed are maintained as applicable. This provision applies, but is not limited to, tenure earning employees who are in the probationary period prior to obtaining tenure.

9.4 Summer Assignment.

A. The summer instructional assignment, like that for the academic year, includes the normal activities related to such an assignment as defined by the department/unit and the nature of the course, such as course preparation, minor curriculum development, lectures, evaluation of student efforts, consultations and conferences with students, and minor committee activities.

B. When a summer instructional appointment immediately follows the academic year appointment, the employee may be assigned reasonable and necessary non-instructional duties related to the summer instructional appointment prior to the conclusion of the academic year appointment.

9.5 Place of Employment.

A. Principal. Each employee shall be assigned one principal place of employment, as stated on the University employment contract. An employee shall be given at least nine (9) months notice of a change in principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change, including concerns regarding considerations in assignment as described in Article 9.2, above. Voluntary changes and available new positions within the department shall be considered prior to involuntary changes, if practicable.

B. Secondary. Each employee, where possible, shall be given at least ninety (90) days written notice of assignment to a secondary place of employment more than fifteen (15) miles from the employee's principal place of employment. The employee shall be granted, upon written request, a conference with the person responsible for making the change to express concerns regarding such change.

If the assignment to a secondary place of employment is made within a regular full-time appointment, the supervisor is encouraged to make an appropriate adjustment in the assignment in recognition of time spent traveling to a secondary place of employment. Necessary travel expenses, including overnight lodging and meals, for all assignments not at the employee's principal place of employment shall be paid at the State rate and in accordance with the applicable provisions of State law.

9.6 Teaching Schedule. Teaching schedules should be established, if practicable, so that the time between the beginning of the first assignment and the end of the last for any one day does not exceed eight (8) hours.

9.7 Equipment. When equipment is required for classes, it is desirable that there be sufficient equipment to accommodate the students assigned thereto. The University and the UFF are committed to seek funding to provide for the replacement of obsolete equipment, recognizing the necessity for maintaining an adequate inventory of technologically current equipment.

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.

9.9 Instructional Technology.

A. "Instructional technology material" includes video and audio recordings, motion pictures, film strips, photographic and other similar visual materials, live video and audio transmissions, computer programs, computer assisted instructional course work, programmed instructional materials, three dimensional materials and exhibits, and combinations of the above materials, which are prepared or produced in whole or in part by an employee, and which are used to assist or enhance instruction.

B. The parties recognize the increasing development and use of technology, such as videotapes, interactive television, and computer software, to support teaching and learning and to enhance the fundamental relationship between employee and student. This technology may be used in the context of distance learning. Furthermore, the parties also recognize that this technology should be used to the maximum mutual benefit of the University and the employee.

C. The University shall review the considerations stated in (1) through (4), below, which may be raised by employee development and use of instructional technology/distance learning. It is recognized that these considerations may already apply to other employee instructional activities and, therefore, be addressed by existing University policies and procedures. If the University concludes that new or revised policies are needed, they shall develop such policies and consult with UFF pursuant to Article 1.2(B), prior to their implementation.

(1). Recognition of that employee effort spent in the assigned development of instructional technology/distance learning materials and in providing instruction assigned in this manner which is appreciably greater than that associated with a traditional course;

(2). Training and development resources available to employees who have been assigned to provide instruction through the use of instructional technology/distance learning;

(3). Provisions for clerical, technical, and library support in conjunction with the assigned use of instructional technology/distance learning; and

(4). Compensation, including recognition in an employee's assignment or provisions for extra University compensation, for appreciably greater workload associated with the assigned development and use of instructional technology/distance learning.

D. The employee shall not make use of appreciable University support in the creation or revision of instructional technology materials unless the University approves such use in advance and in writing.

(1). Provisions governing releases to be obtained when the University has an interest in instructional technology are contained in Article 18.3(C)(3). Consistent with such provisions and prior to the use of the instructional technology materials described in Article 9.9, above, releases shall be obtained from persons appearing in, or giving financial or creative support to their development or use, and the employee shall certify that such development or use does not infringe upon any existing copyright or other legal right. The employee shall be liable to the University for judgments resulting from such infringements.

(2). The University shall assist the employee in obtaining releases regarding instructional technology materials when:

- a. the University has asserted an interest in such materials; or
- b. the University has assigned the employee to develop such materials.

Article 13

Layoff and Recall

13.1 Layoff.

A. Layoff. ~~When a~~ layoff ~~is to~~ occur as a result of adverse financial circumstances; reallocation of resources; reorganization of degree or curriculum offerings or requirements; reorganization of academic or administrative structures, programs, or functions; or curtailment or abolition of one or more programs or functions; the University shall notify the local UFF Chapter and the UFF state office no less than thirty (30) days prior to taking such action. UFF may request a consultation with the President or representative pursuant to Article 2.1 during this period to discuss the layoff.

B. Layoff Unit. The layoff unit may be ~~at an organizational level of the University, such as a campus, division, college/unit, school, department/unit, area, program, defined by the Trustees as the collection of bargaining unit members in an administrative unit; an instructional program; a research specialty, program, group, or project; or other level of organization as of the University's academic, instructional, or service functions as the Trustees~~ deems appropriate.

13.2 Layoff Considerations. ~~The selection of employees in the layoff unit to be laid off will be determined as follows:~~

~~— A. — No tenured employee shall be laid off if there are employees who do not have tenure in the layoff unit.~~

~~— B. — No employee who does not have tenure in the layoff unit with more than five (5) years of continuous university service shall be laid off if there are any such employees with five (5) years or less service.~~

~~— C. — The sole instance in which only one (1) employee will constitute a layoff unit is when the functions that the employee performs constitute an area, program, or other level of organization at the University.~~

~~— D. — The provisions of Article 13.2(A) and (B) above will apply unless the University determines that an Affirmative Action employment program will be adversely affected. When an Affirmative Action Program has been so affected, the University shall notify UFF in writing.~~

~~— E. — Where employees are equally qualified under (A) or (B) above, those employees will be retained who, in the judgment of the University, will best contribute to the mission and purpose of the University. In making such judgment, the University shall carefully consider employees' length of continuous university service, and shall take into account other appropriate factors, including but not limited to performance evaluation by students, peers, and supervisors, and the employee's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the employee may be engaged, and service to the profession, community, and public.~~

~~_____ F. _____ No tenured employee shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.~~

~~_____ G. _____ The University shall notify the local UFF Chapter in writing regarding the use of adjunct and other non-unit faculty in those departments/units where employees have been laid off. The use of adjunct and other non-unit faculty in departments/units where employees have been laid off may be the subject of consultation meetings pursuant to Article 2.1. In selecting faculty members in the layoff unit to be retained, the Board of Trustees will consider which faculty members will best enable the University to meet its ongoing operational needs. However, no tenured employee shall be laid off if there are employees who do not have tenure in the same layoff unit. Where employees have an equivalent appointment (e.g., tenure/tenure-track/non-tenure earning), the Board of Trustees shall carefully consider such factors as the employee's length of continuous university service, and shall take into account other appropriate factors, including, but not limited to, performance evaluations by students, peers, and supervisors, and the faculty member's academic training, professional reputation, teaching effectiveness, research record or quality of the creative activity in which the faculty member may be engaged, record of academic responsibility, and service to the profession, community, and public, in selecting the employee for layoff.~~

~~_____ A. _____ One (1) employee may constitute a layoff unit when the instructional, research, or service functions that the faculty member performs constitute a layoff unit as defined in 13.1 B.~~

~~_____ B. _____ No tenured/continuing multi-year/permanent status faculty member shall be laid off solely for the purpose of creating a vacancy to be filled by an administrator entering the bargaining unit.~~

13.3 Alternative/Equivalent Employment. The University Board of Trustees shall make a reasonable effort to ~~assist the employee in locating~~locate appropriate alternate or equivalent employment for laid-off ~~employees within the University~~faculty members that corresponds to their disciplinary and professional credentials within the University, and to make known the results of the effort of the person affected.

13.4 Notice.

~~_____ A. _____ Employees~~ Faculty members should be informed of layoff as soon as practicable and, where circumstances permit, ~~employees~~ faculty members with three or more years of continuous University service should be provided at least one (1) year's notice; those with less service with at least six (6) month's notice. ~~Employees~~ Faculty members who have received notice of layoff shall be afforded the recall rights granted under Articles 13.3 above and 13.5 below.

~~_____ B. _____ Formal written notice of layoff is to be sent by certified U.S. mail, return receipt requested, or delivered in person to the employee~~ faculty member with written documentation of receipt obtained. The notice shall include effective date of layoff; reason for layoff; reason for shortened period of notification, if applicable; a statement of recall rights; a statement of appeal/grievance rights and applicable deadlines for filing; ~~and a statement that the employee~~ faculty member is eligible for consideration for

~~retraining under the provision of Article 22.4, for a period of two years following layoff will receive the University vacancy listing until the recall period ends or re-employment offer is refused.~~

13.5 Re-employment/Recall.

A. For a period of two years following layoff or for ~~employees~~ faculty members appointed to a fixed multi-year appointment, not to exceed the length of their last employment contract, not to exceed two (2) years, ~~an employee~~ faculty member who has been laid off and who is not otherwise employed in an equivalent full-time position shall be offered re-employment in the same or similar position in the layoff unit at the University should an opportunity for such re-employment arise. It shall be the ~~employee's~~ faculty member's responsibility to keep apprised of the University's position vacancy announcements as posted on the HR website and to keep the University advised of the ~~employee's~~ faculty member's current address. Any offer of re-employment pursuant to this section must be accepted within fifteen (15) days after the date of the offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event such offer of re-employment is not accepted, the ~~employee~~ faculty member shall receive no further consideration pursuant to this Article. ~~Employees~~ Faculty members appointed to a fixed multi-year appointment, who are recalled shall be offered re-employment not to exceed the length of their last employment contract. ~~The University shall notify the local UFF Chapter when an offer of re-employment is issued.~~

B. An ~~employee~~ faculty member who held a tenured/continuing multi-year permanent status appointment on the date of termination by reason of layoff shall resume the tenured/continuing multi-year/permanent status appointment upon recall.

C. The ~~employee~~ faculty member shall receive the same credit for years of service for purposes of layoff as held on the date of layoff.

D. Employee Assistance Programs. Consistent with the University's Employee Assistance Program, ~~employees~~ faculty members participating in an employee assistance program who receive a notice of layoff may continue to participate in that program for a period of ninety (90) days following the layoff.

~~13.6 Limitations. The provisions of Articles 13.2 through 13.5 of this Agreement shall not apply to those employees described in Article 12.2(A)(3), (B) and (C) and in Article 8.3(H).~~

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 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 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.~~

CA. Merit Increases

The University shall provide a salary pool equal to ~~0.40~~1.50% of the June 30, ~~2008~~2010, 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 are strong-satisfactory and above (a minimum score on the most recent annual evaluation of at least ~~4~~3.0 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, 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~~ 4.3.0 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.

DC. 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, ~~2008-2010~~ is not eligible to receive the increases described in Article 23.1A, ~~23.1B and 23.1C~~.

ED. Effective Dates.

The effective date of the salary increases described in Article 23.1A ~~and 23.1C~~ shall be ~~September 1, 2010 or~~ no later than six (6) weeks after ratification by the Board of Trustees. 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 8, 2008.~~

23.2 Duration.

This salary as described above in Section 23.1 shall be in effect for ~~20082010/20092011~~. It shall be in addition to any compensation (base or bonus) provided by the Legislature during ~~this the 2010/2011~~ period.

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.

23.4 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.

23.5 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.~~

~~In order to retain an employee the University may respond to a verified counter offer. Such response will be at the amount of the verified counter offer less applicable cost of living comparison between the location of the verified competitive offer and the location of the home University campus.~~

23.6 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~~ 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.

~~23.7 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 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.~~