of the employee's university salary. Faculty on one-half pay sabbaticals may receive salary from University grants or contracts at a level that would make total compensation no greater than the faculty member's full-time salary rate for the sabbatical period. In order for the faculty member to use grant or contract funds through the University to supplement salary while on sabbatical leave the following conditions must be met: (1) the nature of the grant/contract activity must be congruent with the proposed sabbatical activities and participation in the grant/contract activities must contribute to the accomplishment of the sabbatical objectives; (2) the granting/contracting agency must allow for such an arrangement: (3) gross salary drawn from the grant/contract during the sabbatical period cannot exceed one-half of the faculty member's gross USF salary for those on half-pay sabbaticals; (4) the faculty member must be named in the grant/contract and appear as a budgeted salary line item; and (5) the faculty member must submit a signed statement from the faculty member's chair/director or campus chief executive officer verifying that the above conditions have been satisfied, either as part of the sabbatical application or prior to taking the sabbatical as appropriate. If financial assistance is received in the form of salary, the University salary shall normally be reduced by the amount necessary to bring the total income of the sabbatical period to a level comparable to the employee's current year salary rate. Employment unrelated to the purpose of the sabbatical leave is governed by the provisions of Article 19, Conflict of Interest and Outside Activity.

22.4 Retraining. The University may, at its discretion, provide opportunities for retraining of employees when it is in the University's best interests. Such opportunities may be provided to employees who are laid off, to those who are reassigned, or in other appropriate circumstances. These retraining opportunities may include enrollment in tuition-free courses under the provisions of Article 24.7, and Sabbaticals or Professional Development Leaves under this Article.

Article 23 - Salaries

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

A. 2021-22 Merit Base Increase

- 1. 2016 -2017. The University shall provide a pool of funds to each department for increases equal to 2.0% of the August 7, 2016, in-unit employee salary base to be distributed as set forth in Section 23.1.(A)(4) to all eligible in-unit employees.
- 2. 2017-2018. The University shall provide a pool of funds to each department for increases equal to 2% of the August 7, 2017, in-unit employee salary base to be distributed as set forth in Section 23.1.(A)(4) to all eligible in-unit employees.
- 3.1.2018-2019 The University shall provide a pool of funds to each department for increases equal to one and one-half percent (1.5%) of the August 7, 202118, in-unit employee salary base to be distributed as set forth in Section 23.1A2(4) to all eligible in-unit employees.
- 4.2. Eligible employees in 23.1A1, 23.1B1 and 23.1C1(1), (2), and (3). are those employees whose most recent performance evaluations are satisfactory and above (a minimum score on the most recent annual evaluation of at least 3.0 on a 5.0 point numerical rating scale). New hires with no evaluation are excluded from this pool as are employees with no evaluation on file within two academic years of full ratification. This pool shall be distributed at the collegedepartment 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 3.0 would be eligible for general merit pool consideration. The raw score of each eligible employee shall be multiplied by the base salary of the employee to produce the adjusted score. In each department, the performance adjusted scores shall be added together for all employees who have been determined eligible to participate in the distribution of the general merit pool.

Each employee's <u>adjusted</u> score shall be divided by the total <u>adjusted</u> score of the eligible employees in the department. The resulting percentage shall be the employee's percentage ownership of the department salary pool. The amount received shall be added to the employee's base salary.

B. 2022-23 Merit Base Increase

 1. The University shall provide a pool of funds to each department for increases equal to two percent (2%) of the August 7, 2022, in-unit employee salary base to be distributed as set forth in Section 23.1A2 to all eligible in-unit employees.

C. 2023-2024 Merit Base Increase

1. The University shall provide a pool of funds to each department for increases equal to two percent (2%) of the August 17, 2023, in-unit employee salary base to be distributed as set forth in Section 23.1A2 to all eligible in-unit employees.

B.D. Additional Eligibility Requirements.

- 1. To be eligible for the <u>merit base</u> increases set forth in <u>Sections 23.1A1, 23.1B1, and 23.1C1(1), (2), and (3), employees must have been employed on or before August 7, 2021, August 7, 2022, and August 7, 2023, respectively, and must be employed on the date the increase is paid. 2016, August 7, 2017 and August 7, 2018 respectively.</u>
- 2. 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 <u>merit base</u> salary increases described herein in this Article are not eligible to receive the increases described in Article 23.1Bthis Article.

E. Effective Dates.

The effective dates of the salary 2016-2017 increase described in Article 23.1.A merit base wage increases described in Sections 23.1A1, 23.1B1 and 23.1C1- shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees, and no later than September 1, 2022, and September 1, 2023, respectively. The Board of Trustees will vote on ratification of this contract as soon as practicable, but no later than three (3) weeks after UFF ratifies it. The effective date of the salary increases for 2017-2018 and 2018-2019 shall be the first full pay period in September 2107, and 2018 respectively.

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.

23.423.5 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 extra compensation and verified counteroffers and to make salary adjustments for market equity, including compression/inversion. 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 23.5above. In addition, the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements 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 expenditures do not exceed 1.0% of the August 7, 2016, in-unit employee salary base of the year adjustments are made; 1.0% of the August 7, 2017, in-unit employee salary base; and 1.0% of the August 7, 2018, in-unit employee salary base. In addition, any remaining discretionary expenditure authority based on the August 7, 2016, 2017, and 2018 prior in-unit salary base shall be added to the 1.0% discretionary base described above.
- B. Employees in the College of Nursing who are participants in any practice plan or group developed by the College will be eligible to receive bonuses or additional types of extra compensation paid entirely from clinical revenue. Payments made from clinical revenue are not subject to any caps outlined in this Agreement.
- B. The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article A shall cease on August 7, 2019. Nothing in this Agreement shall waive the University's or UFF's right to make proposals and to negotiate over any provision in Article 23 during reopener negotiations including, but not limited to, the discretionary cap set forth in Section 23.5.

23.6 Report to Employees.

All employees shall receive written notice of their salary increases on the "Appendix E"through their University email account prior to the implementation of the salary increases described in this Article. Upon written 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, 23.1A1, 23.1B1, 23.1C1, and 23.5A 1A and 23.5 by amount, nature of adjustment, name, rank department and college. The information shall be provided no later than forty-five (45) sixty (60) business days following the close of a quarter.

23.88 Contingencies.

C. The Merit Base Increases for 2022-2023, and 2023-2024 provided for in Sections 23.1B1 and 23.1C1 are

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- contingent upon positive funding of the University's Legislative Budget Request (LBR) as compared to the level funded in 2021-2022, and 2022-23, respectively. The increases for 2017-2018 and 2018-19 contained in this article are contingent upon no reduction in the University's Performance Based Funding ("PBF") as compared to the level of PBF on August 1, 2016. To avoid confusion, the PBF Model was approved at the January 2014 Board of Governor's Meeting. The model includes 10 metrics that evaluate Florida institutions on a range of issues. PBF levels will be calculated on August 1 in each year of the contract for the purposes of determining if there was a reduction in PBF
- D. In the event the University's LBR is unfunded or insufficiently funded, the University shall have the sole discretion to determine whether to proceed with the 2022-23 and/or 2023-24 increases described in this Article. In the event the University does not proceed with the increases, the University will notify UFF in writing of its decision ("Notice"). Within thirty (30) days of the University's Notice, the parties will meet to bargain in good faith for an alternate salary article. In the event of a reduction in PBF funding the University shall have the sole discretion to determine whether to proceed with the increases described in the article. In the event the University does not proceed with the increases due to reduction in PBF, the University will notify UFF in writing of its decision ("Notice"). Within 30 (thirty)thirty (30) business days of the University's Notice, the parties will meet to bargain in good faith for an alternative salary Aarticle.
- E. Authority for new salary adjustments described in Article 23.5 A will also cease based on the University's Notice; however, any prior unspent discretionary authority from prior contract years will remain in full force and effect for the duration of the Contract, subject to the reporting requirements of 23.7.
- F. Increases for tenure and promotion and increases that are committed to prior to the University's Notice are unaffected by same.

Article 24 Benefits

- 24.1 Benefits Improvements. The University and UFF support legislation to provide adequate and affordable health insurance to all employees.
- 24.2 Part-Time Employees. Part-time employees, except those in positions funded from temporary "Other Personal Services funds", are entitled to employer-funded benefits under the provisions of State law and the rules of the Department of Management Services and the Division of Retirement. Part-time employees should contact the Human Resources office on their campus to determine the nature and extent of the benefits for which they are eligible.
- 24.3 Retirement Credit. Retirement credit for employees who are authorized to take uncompensated or partially compensated leaves of absence shall be granted in accordance with State law and the rules of the Division of Retirement as they may exist at the time leave is granted. The current Florida Retirement System rules also require that to receive full retirement credit, the employee on uncompensated or partially compensated leave must make payment of the retirement contribution that would otherwise be made by the University, plus interest, if applicable. Employees who are to take such a leave of absence should contact the Human Resources office on their campus for complete information prior to taking the leave.
- 24.4 Benefits for Retired Employees.

Employees retired from the University shall be eligible, upon request, and on the same basis as other employees, subject to University policies, to receive the following benefits from the University:

- (1). Retired employee identification cards;
- (2). Use of the University library (i.e., public rooms, lending and research service);
- (3). Listing in the University directory;
- (4). Placement on designated University mailing lists;
- 2871 (5). A University parking decal;
 - (6). Use of University recreational facilities (retired employees may be charged fees different