

## 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. Merit Increases

(1) 2016-2017. The University shall provide a pool of funds to each department for increases equal to 3.0% 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) 2018-2019. The University shall provide a pool of funds to each department for increases equal to 2% of the August 7, 2018, in-unit employee salary base to be distributed as set forth in Section 23.1(A)(4) to all eligible in-unit employees.

(4) Eligible employees in 23.1.A(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 department 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. In each

department, 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.

Each employee's score shall be divided by the total score of the eligible employee's 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. Additional Eligibility Requirements.

1. To be eligible for the increase set forth in 23.1A(1), (2) and (3), employees must have been employed on or before August 7, 2016, August 7, 2017 and August 7, 2018, respectively.

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 salary increase described herein are not eligible to receive the increase described in Article 23.A1.

#### C. Effective Dates.

The effective date of the salary 2016-2017 increase described in Article 23.1.A. shall be as soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees. 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 2017, 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.

### 23.5 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 23.5. 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; 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 in-unit employee salary base shall be added to the 1.0% discretionary base described above.

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 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" 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.

### 23.7 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, and 23.5 by amount, nature of adjustment, name, rank department and college. The information shall be provided no later than 45 business days following the close of a quarter.

### 23.8.

A. The increases for 2017-2018 and 2018-2019 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 Governors 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.

B. 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 this 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) days of the University's Notice, the parties will meet to bargain in good faith for an alternate salary article.

C. Authority for new salary adjustments described in Article 23.5 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.

D. Increases for tenure and promotion and increases that are committed to prior to the University's Notice are unaffected by same.

## Article 23

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. Merit Bonuses

(1) The University shall provide a Two Thousand Five Hundred dollar (\$2,500) one-time lump sum merit bonus payment to each eligible employee (as defined in Section 23.1A(2)) to be distributed on the effective date (as described in Section 23.1(5)). Such bonus payment shall not be added to the base.

(2) Eligible employees in Section 23.1A(1) are those employees who meet the following criteria:

a. Are employed as ranked faculty, non-ranked faculty, and in-unit administration employees prior to August 7, 2020;

b. Have received no less than a satisfactory evaluation (a minimum score of at least 3.0 on a 5.0 point numerical rating scale) on their most recent annual performance evaluation;

c. Do not have any active performance improvement plans on record; and

d. Are actively employed on the date the bonus is paid.

(3) The effective date of the lump sum merit bonus set forth in Section 23.1A shall be as soon as practicable, but no later than four (4) weeks after ratification of the agreement by the University of South Florida Chapter of the United Faculty of Florida

## B. Competitive Pay Increases

(1) The University shall provide to each eligible (as defined in Section 23.1B(2)) employee a competitive pay increase equal to six percent (6%) of the employee's August 7, 2021 base salary which shall be added to the employee's base salary on the date described in Section 23.1B(3)

(2) Eligible employees are those employees who meet the following criteria:

- a. Are employed on or before August 7, 2020; and
- b. Have received at least a satisfactory on their most recent annual performance evaluation (a minimum score of at least 3.0 on a 5.0 point numerical rating scale); and
- c. Do not have any active performance improvement plans on records; and
- d. Are actively employed on the date the salary increase is implemented.

(3) The effective date of the competitive pay increases set forth in Section 23.1B shall be as soon as practicable, but no later than four (4) weeks after ratification of the agreement by the University of South Florida Chapter of the United Faculty of Florida

## C. Market Adjustments

(1) An employee who has been employed by the University prior to August 7, 2012, has an overall average annual evaluation for the six (6) calendar years prior to January 1, 2021, of no less than satisfactory (i.e. minimum score of no less than 3.0 on a 5.0 point numerical rating scale) (example: 3.7, 3.5, 4.0, 3.2, 3.6, 3.9 =  $219/6 = 3.65$ ) and whose current 9 month base salary on August 7, 2021 for 9 month employees and whose 12 month base salary on August 7, 2021 for 12 month employees (adjusted to a 9 month salary for comparison purposes, e.g.  $\$60,000 \times 81.8\% = 49,080$ ) when added to all other base salary increases received by the employee pursuant to this article when compared to said employee's average base salary as set forth in the most recent Oklahoma State University (OSU) or Association of Research Libraries (ARL) Salary Study for said employee's rank and discipline in the category of institutions of which the University is a member is less than eighty five percent (85%) of said employee's said

OSU or ARL average base salary the employee shall receive an amount added to said employee's base salary as follows:

(a) Six Thousand dollar (\$6,000) if less than sixty five percent (65%); and

(b) Three Thousand dollar (\$3,000) if between sixty five percent (65%) and eighty five percent (85%)

(2) The effective date of the Market Adjustments set forth in Section 23.1C above shall be as soon as practicable, but not later than four (4) weeks after ratification of the agreement by the University of South Florida Chapter of the United Faculty of Florida.

#### D. Salary Adjustments

(1) 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. There is no total limit on this expenditure. -Also

(2) 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 se expenditures in the above cases listed in 23.5

(3). In addition, the The University shall retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to develop and implements 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% 0.5% of the August 7, 201621, in-unit employee salary base. In addition, any unused remaining discretionary expenditure authority from previous and/or existing contractual rights shall be added to the .5% discretionary base described above.

(4) The authority of the University in 23.5B 23.1D(1) and (3) to make salary adjustments or award cash bonuses in pursuit of the Article 23.5 shall cease on December 31, 2020 August 6, 2021 and shall not survive during the status quo. 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

### 23.2 Type of Payment 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. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS for work on USF funded internal grant programs.

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. Ineligible Employees. New hires with no evaluation and 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 bonus or base salary increase described herein are not eligible to receive same.

### 23.5 Report to Employees.

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

### 23.6 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 this agreement by amount, nature of adjustment, name, rank department and college. The information shall be provided no later than 45 business days following the close of a quarter.