

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~~2021-22 Merit Bonus

- ~~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. 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 23.1A(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 college 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 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.~~

- (1.) The University will provide a bonus pool in the aggregate amount of two percent (2%) of the eligible (as defined in Section 23A(2)) employees’ current salary base rates, which will be distributed on the date described in Section 23A(3) as a one-time lump-sum performance

56 based bonus payment to each eligible employer. Such bonus payment shall not be added  
57 to the base.

58  
59 (2.) Eligible employees in Section 23.1A(1) are those employees who meet the following  
60 criteria:

- 61 • Are employed as ranked faculty, non-ranked faculty, and in-unit  
62 administration employees between the period of March 13, 2020 to June  
63 28, 2021; and
- 64
- 65 • Have received a satisfactory and above most recent performance  
66 evaluation (a minimum score of at least 3.0 on a 5.0 point numerical rating  
67 scale); and
- 68
- 69 • Do not have any active performance improvement plans on records; and
- 70
- 71 • Are actively employed on the date the bonus is paid; and
- 72
- 73 • Are certified by their supervisors as having taken on new or additional  
74 duties associated with COVID-19, such as changing the modality of a  
75 course to remote or online learning in response to COVID-19; making extra  
76 accommodations to help students during COVID-19; restructuring,  
77 rescheduling, or otherwise modifying assigned duties with response to  
78 COVID-19; or spending additional time carrying out assigned duties during  
79 COVID-19.

80  
81 (4-)(3.) The effective date of the lump sum merit bonus set forth in Section 23.1A(1) shall be as  
82 soon as practicable, but no later than six (6) weeks after ratification by the Board of Trustees.

83  
84 i.— Additional Eligibility Requirements.

85  
86 1. To be eligible for the increase set forth in 23.1A(1), (2), and (3), employees must have  
87 been employed on or before August 7, 2016, August 7, 2017 and August 7, 2018 respectively.

88 2. Employees who are on visiting appointments, temporary appointments or who have  
89 received notice of non-reappointment or dismissal or who have resigned with an effective date  
90 occurring prior to the effective date of the salary increase described herein are not eligible to receive  
91 the increase described in Article 23.1B.

92  
93 ii.— Effective Dates.

94 The effective date of the salary 2016-2017 increase described in Article 23.1.A. shall be as soon as  
95 practicable, but no later than six (6) weeks after ratification by the Board of Trustees. The Board of  
96 Trustees will vote on ratification of this contract as soon as practicable, but no later than three (3)  
97 weeks after UFF ratifies it. The effective date of the salary increases for 2017-2018 and 2018-2019  
98 shall be the first full pay period in September 2107, and 2018 respectively.

99  
100 23.3 Contract and Grant Funded Increases.

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

104  
105 23.2 Type of Payment for Assigned Duties.

106 Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the  
107 position and from OPS dollars for assigned duties in excess of the established FTE on the position.  
108 Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from  
109 salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0  
110 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments

111 outside employees' home departments/units and for work on USF funded internal grant programs.

112  
113 ~~23.5-3~~ Salary Adjustments.

114  
115 A. The University shall retain the authority to make salary adjustments for employees, based on the  
116 published guidelines of the University in effect as of August 7, 2004, for extra compensation and  
117 verified counteroffers and to make salary adjustments for market equity, including  
118 compression/inversion. Also, the University shall retain the authority to enter into financial settlements  
119 with employees in the settlement of grievances and lawsuits and other disputes. There is no total  
120 annual limit on the expenditures in the above cases listed in ~~23.5~~above. In addition, the University  
121 retains the authority to make salary adjustments and to provide cash bonuses for special  
122 achievements and to develop and implement plans to provide additional base salary or lump sum  
123 increases for excellence in research, teaching, service and other assigned duties so long as the total  
124 expenditures do not exceed ~~24.0%~~ of the August 7, 20~~14~~16, in-unit employee salary base ~~;~~ ~~1.0% of~~  
125 ~~the August 7, 2017, in-unit employee salary base; and 1.0% of the August 7, 2018, in-unit employee~~  
126 ~~salary base.~~ In addition, any remaining discretionary expenditure authority based on the ~~August 7,~~  
127 ~~2016, 2017, and 2018~~prior in-unit salary base shall be added to the ~~24.0%~~ discretionary base  
128 described above.

129  
130 B. ~~The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article~~  
131 ~~23.5A shall cease on August 7, 2019.~~ Nothing in this Agreement shall waive the University's or UFF's  
132 right to make proposals and to negotiate over any provision in Article 23 during reopener negotiations  
133 including, but not limited to, the discretionary cap set forth in Section ~~23.53~~.

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135 ~~23.6-4~~ Report to Employees.

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

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141 ~~23.5~~ Report to UFF.

142 Written reports shall be provided without cost by USF to the UFF indicating all salary and  
143 compensation adjustments and bonuses made on a quarterly basis pursuant to Articles 8.4D, 23.1A,  
144 and ~~23.5-3~~by amount, nature of adjustment, name, rank department and college. The information  
145 shall be provided no later than ~~45-60~~ business days following the close of a quarter.

146  
147 ~~23-823.6~~

148  
149 ~~A. The increases for 2017-2018 and 2018-19 contained in this article are contingent upon no~~  
150 ~~reduction in the University's Performance Based Funding ("PBF") as compared to the level of~~  
151 ~~PBF on August 1, 2016. To avoid confusion, the PBF Model was approved at the January~~  
152 ~~2014 Board of Governor's Meeting. The model includes 10 metrics that evaluate Florida~~  
153 ~~institutions on a range of issues. PBF levels will be calculated on August 1 in each year of the~~  
154 ~~contract for the purposes of determining if there was a reduction in PBF.~~

155  
156 ~~B. In the event of a reduction in PBF funding the University shall have the sole discretion to~~  
157 ~~determine whether to proceed with the increases described in the article. In the event the~~  
158 ~~University does not proceed with the increases due to reduction in PBF, the University will~~  
159 ~~notify UFF in writing of its decision ("Notice"). Within 30 (thirty) days of the University's~~  
160 ~~Notice, the parties will meet to bargain in good faith for an alternative salary article.~~

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162  
163 ~~C.A.~~ Authority for new salary adjustments described in Article ~~23.5-3~~ will ~~also~~ cease based  
164 on the University's Notice; however, any prior unspent discretionary authority from prior  
165 contract years will remain in full force and effect for the duration of the Contract, subject to  
166 the reporting requirements of ~~23.75~~.

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