

Article 23

Salaries

23.1 Salaries.

A. Competitive Pay Adjustments.

1. Every eligible employee with a base rate of pay of \$40,000 or less on September 30, 2013, shall receive an annual increase of \$1,400 to said employee's base rate of pay effective on October 1, 2013.

2. Every eligible employee with a base rate of pay greater than \$40,000 on September 30, 2013, shall receive an annual increase of \$1,000 to said employee's base rate of pay, and if necessary, an additional annual increase to said employee's base rate of pay so that in no instance shall said employee's base rate of pay on September 30, 2013, be less than \$41,400, with all of said base rate of pay increases effective on October 1, 2013.

3. Eligible employees are those employees who are, at a minimum, meeting their required performance standards, if applicable. If an ineligible employee achieves performance standards subsequent to the increase implementation date but on or before the end of the fiscal year, the employee may receive an increase; however, such increase shall be effective on the date the employee becomes eligible, but not retroactively. In addition, any increase shall be pro-rated based on the full-time equivalency of the employee's position.

4. For the purpose of determining the applicable annual increase for part-time employees, the full-time equivalent value of the base rate of pay on September 30, 2013, shall be used; but the amount of the annual increase for a part-time employee shall be proportional to the full-time equivalency of the employee's position.

5. Minimum required performance standards shall be determined by taking the nominal evaluation ratings on an employee's most recent annual evaluation and converting them 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 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; "Aweak@" = 2.0; "Aunacceptable to weak@" = 1.5; and, "Aunacceptable@" = 1.0.

Using an employee's most recent annual evaluation, an 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 4.0 by .60). Raw scores in each area of assignment shall be 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 raw score of no less than 3.0 shall receive the competitive pay adjustment.

B. Merit Increases.

1. The University shall provide a merit salary pool equal to ~~4.5%~~ ~~5.00%~~ ~~4.00%~~ 3.00% of the June 30, 2013 total salary base of each department/unit to be distributed at the department/unit level to all eligible employees of each department/unit.

2. The University shall provide a merit salary pool equal to 3.00% of the June 30, 2014 total salary base of each department/unit to be distributed at the department/unit level to all eligible employees of each department/unit.

~~2.3.~~ Eligible employees are those employees whose most recent annual performance evaluation is no less than "satisfactory" (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. The employee's nominal evaluation rating on the employee's 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 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; Aweak@ = 2.0; Aunacceptable to weak@ = 1.5; and, Aunacceptable@ = 1.0.

~~3.4.~~ 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, a faculty member 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 4.0 by .60). Raw scores in each area of assignment shall be 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 raw score of no less than 3.0 shall be eligible for merit salary pool consideration. In each department/unit, the performance raw scores shall be

added together for all employees who have been determined eligible to participate in the distribution of the department/unit merit salary pool. An employee's percentage ownership of the department/unit's total merit salary pool shall be calculated by dividing each employee's raw score by the department/unit's total raw score for all eligible employees. The resulting percentage shall be the employee's percentage ownership of the department/unit's total merit salary pool. Each eligible employee's base rate of pay shall be adjusted to a 9-month, 1.0 FTE rate. The total dollar amount so calculated for each employee shall be added to the employee's base rate of pay effective ~~October 1, 2013~~ March 1, 2014 for B1 above and August 2014 for B2. above.

C. Merit/Retention Bonus.

~~The University shall provide a discretionary one-time lump-sum bonus of \$600.00 to no more than 35% of the eligible permanent employees in order to recruit, retain and reward quality employees pursuant to criteria and procedures developed by the University which conform to Florida Statutes 110.1245 (2) and which shall be payable on June 1, 2014.~~

A \$600 merit/retention bonus shall be distributed as follows:

1. The merit/retention bonus shall be distributed at the department/unit level. The number of employees who will receive the merit/retention bonus shall not exceed 35%, calculated in accordance with the terms of the legislative provision, and eligibility to receive the merit/retention bonus shall be in accordance with section 110.1245, Florida Statutes. Calculations shall be rounded down in order not to exceed the 35% limit. Only those employees who have been employed by the University for the past three academic years, and have an average annual performance evaluation score of no less than "satisfactory" during each of those three years, shall be eligible for the merit/retention bonus.

2. The University shall calculate the number of eligible employees within each department/unit and shall rank all employees within each department/unit from highest to lowest based on average annual performance evaluation scores awarded over the past three academic years (academic years 2010-11, 2011-12, and 2012-13) weighted and calculated in accordance with the provisions of Article 23.1B 3. and 4. The average performance evaluation score for each employee shall be determined by dividing the total annual evaluation scores of the employee for the past three academic years by the number of years within the three in which the employee was employed by the University.

3. The employees with the highest average performance evaluation scores shall receive the \$600 merit/retention bonus. If there are so many employees within a certain level of average performance evaluation scores within the

department/unit that the number of eligible employees who would receive the merit/retention bonus within a department/unit would exceed 35%, in order to encourage retention, the employees within that level shall be rearranged by annual base salary from lowest to highest. The merit/retention bonus shall then be awarded to employees within that level starting from the lowest annual base salary to highest annual base salary until the greater of one eligible employee or the 35% eligibility level is reached.

4. The merit/retention bonus will be paid in June 2014.

D. 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 in Article 23.1A, B and C and 23.4 or who are not employed by the University on or before August 7, 2012 are not eligible to receive the increases described in Article 23.1A, B and C and 23.4.~~

1. During the first year of the Agreement, an employee shall not be eligible to receive and shall not receive a salary increase described in Article 23.1A, B1 and C and 23.4 if the employee is on a visiting or temporary appointment; received a notice of non-reappointment, a notice of termination or resigned, any of which had an effective date prior to August 6, 2014, even if the employee is rehired; or was not employed by the University prior to August 7, 2012.

2. During the second year of the Agreement, an employee shall not be eligible to receive and shall not receive a salary increase described in Article B2 and 23.4 if the employee is on a visiting or temporary appointment; received a notice of non-reappointment, a notice of termination or resigned, any of which had an effective date prior to August , 2015, even if the employee is rehired; or was not employed by the University prior to August , 2013.

23.3 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. Faculty 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 the employees' home departments/units and for work on USF-funded internal grant

programs.

23.4 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. 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 limit on the expenditures in this paragraph 23.4A.

B. The University shall retain 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. The total expenditure in this paragraph 23.4B shall not exceed 1.00% of the in-unit employee salary base as of June 30, 2013 for the period from the effective date of this agreement through August 2014 and the total expenditures in this paragraph 23.4B shall not exceed 1.00% of the in-unit employee salary base of June 30, 2014 for the period including August 2014 through August 2015.

C. The University's authority to make salary adjustments and to provide cash bonuses pursuant to this paragraph 23.4A and B shall cease at midnight on August __5, 2014.

23.5 Report to Employees.

All employees shall receive written notice of their salary increases on the AAppendix 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 Articles 8.4B, C, D, E and F, 23.1A, B and C, and 23.4 by amount, nature of adjustment, name, rank department and college. The information shall be provided no later than ten business days following the close of a quarter.

23.7 In the implementation of 23.B Merit Increases and 23.C Merit/Retention Bonuses.

if an employee is not a member of a department/unit then the term college/unit or other appropriate unit shall be substituted for all references to department/unit regarding said employee.

23.8 All salary increases during the term of the agreement shall be in addition to any compensation (base or bonus) provided by the legislature.