

ARTICLE 24
SALARIES

24.1 Policy. The University and UFF agree that salary is an important factor in the recruitment and retention of faculty members and an incentive for meritorious performance in research/scholarship/creative activity, teaching, and service.

24.2 Effective Date. All salary increases and adjustments referenced in this Article shall become effective retroactive to the beginning of the faculty member's annual appointment, unless otherwise specified below.

24.3 Promotion Increases. Promotions made to the rank of Associate Professor, Clinical Associate Professor, Associate Curator, Senior Lecturer, Associate in _____, Associate Scholar, Associate Scientist, Associate Engineer, Associate University Librarian, Professor, Clinical Professor, Curator, Master Lecturer, Senior Associate in _____, Scholar, Scientist, Engineer, or University Librarian shall be in accordance with the provisions of Article 19. Promoted faculty shall receive a promotion salary increase of nine percent (9.0%) of their base salary.

24.4 General Salary Increases.

(a) The general salary increases for 2016-2017 are effective January 1, 2017.

(b) In each year of this agreement the University shall provide a raise pool allocated between merit and across- the-board as follows:

| | Merit | Across-the-board |
|-----------|-------|------------------|
| 2016-2017 | 0.0% | 1.50% |
| 2017-2018 | TBD | TBD |
| 2018-2019 | TBD | TBD |

(c) Such increases, if any, are applied after a promotion increase.

(d) Faculty members in the bargaining unit shall be eligible to participate in the University Term Professorships.

(e) Excluding any visitors, faculty members in non tenure-accruing appointments whose salary is less than \$50,000 will receive a pay increase in addition to the 1.5% general raise on January 1, 2017. The raises will be pro-rated by FTE of the individual. The raises will range from \$1500 to \$5000, depending on current salary. Between P.K. Yonge and the non-tenure accruing individuals above, the University will expend a minimum of \$275,000 (annualized) for these special raises.

(f) The parties agree to re-openers of Articles 24.4 and 24.7 for 2017-2018 and 2018-2019 in accordance with the provisions of Article 33, at a time mutually agreeable to the parties.

(g) Salaries for P.K. Yonge faculty are addressed in 24.7.

(h) With respect to the merit portion of any raises:

(1) In any year in which a merit raise is provided each department or

equivalent unit shall be allocated a merit pool using the base salaries of all bargaining unit faculty members in the unit as of May 15. Chairs or equivalent supervisors who are in the bargaining unit are excluded from those eligible. The chairs (by college) shall form a separate merit pool, and the dean shall make merit raise decisions for the chairs.

(2) Eligibility. To be eligible, the employee must have, at a minimum, a satisfactory evaluation and been employed by the University for at least one (1) semester. Visiting faculty members or faculty members who have been issued a notice of non-renewal or layoff in accordance with this Agreement or who have resigned for any reason are not eligible.

(3) Qualifying Criteria for Merit Increases. Merit increases must be determined using existing criteria which have been established by the faculty, chair, and dean of each unit, consistent with the terms and provisions of this Agreement.

a. Merit salary increases shall be distributed to faculty members who qualify under the unit's criteria. In determining who receives a merit increase, the chair or equivalent supervisor shall consult with the unit's committee responsible for merit pay considerations.

b. The number of merit increases shall not be limited by any quota.

c. The chair and the merit pay committee shall attach the unit's merit criteria and distribution system to the determined list of merit increases that are forwarded to the dean.

d. The dean shall review the unit's merit increase decisions to ensure that they are consistent with the unit's criteria for merit salary increases. The dean may send the proposal back to the department for reconsideration, along with the noted concerns where there appears to be an inconsistency between the criteria and the recommendations.

e. Notwithstanding other provisions of this agreement, department merit procedures and tenure and promotion criteria shall be used for merit raises. In addition, notwithstanding other provisions of this agreement, all activities in research, teaching, and service for the three (3) previous years shall be considered for merit pay raises.

24.5 Administrative Discretionary Salary Adjustments. Subject to any qualifying provisions specified below, the University may in appropriate circumstances adjust the salary of a bargaining unit member for merit, market equity adjustments, verified counteroffers, salary compression/inversion, increased duties and responsibilities, special achievements, and similar special circumstances. These increases may occur at any time.

(a) The parties agree that the total funds for such salary adjustments shall be not more than one percent (1.0%) annually, based on the total base salary rate of members of the bargaining unit as of August 30.

(b) Salary Increases for Increased Duties and Responsibilities. Faculty members in the bargaining unit who are assigned administrative duties and responsibilities, such as department chairs, center directors, program directors, heads of equivalent administrative units, or department graduate or undergraduate coordinators, may receive a discretionary salary increase or supplement for the length of their administrative appointment.

(c) Report of Discretionary Salary Adjustments. On July 30 of each year the University shall provide UFF with an electronic copy of the total list of salary increases under Section 24.5 that the University has implemented during the previous fiscal year ending June 30. These lists shall provide the name, rank, and department of the faculty member, the amount of the increase,

and the reason for the increase.

24.6 Salary Increases Funded Through Contracts, Grants, or Auxiliary Budgets. The funds available for salary increases to faculty members on contracts, grants, or auxiliary budgets, as a percentage of their collective base salary rate, shall be equivalent to the funds available for salary increases to faculty on Educational and General (E&G) funding, as a percentage of their collective base salary rate, provided that such salary increases are permitted by the terms of the contract or grant.

24.7 Salary Increases for P.K. Yonge faculty members.

(a) Promotions made to the rank of University School Assistant Professor, University School Associate Professor, or University School Professor, shall be in accordance with the provisions of Article 19. Promoted faculty shall receive a promotion salary increase of nine percent (9.0%) of the faculty member's previous year's base salary plus degree supplement.

(b) Full-time faculty members who have received a satisfactory annual evaluation and are not in layoff or non-renewal status shall be eligible for salary increases consistent with state policies. In accordance with the provisions of Article 33, the University and UFF agree to re-open negotiations each year of the contract for the purpose of determining appropriate raises consistent with state regulations and policies. The current framework for a salary schedule is found in Appendix E. The raise for 2016-2017 for P.K. Yonge faculty is the same as for other bargaining unit faculty (1.5% of the P.K. Yonge salary base). This figure includes the annual and performance adjustments in Appendix E. The difference between the performance adjustments and the 1.5% shall be paid across the board.

(c) In addition to the January 1, 2017, general raises described, P.K. Yonge faculty members whose salaries are less than \$50,000 shall receive a \$750 raise.

(d) Salary Supplements. Faculty members shall receive salary supplements for additional duties assigned by the director and as specified in Appendix "F", under the following conditions:

(1) Salary supplements may be included for the purposes of calculating retirement benefits but shall not to be included in the base salary rate upon which future salary increases are calculated.

(2) If the faculty member resigns or is otherwise unable to complete additional duties, the salary supplement will be prorated for the portion of additional duties actually performed.

24.8 Salary Increase Notification.

(a) Faculty members shall be notified prior to the submission to the payroll department of any merit or market equity salary increases that will be implemented under this Article. Upon request, a faculty member shall have the opportunity to consult with the person or committee that makes the initial recommendation.

(b) Faculty members shall receive written notice of any salary increase within four (4) weeks of implementation, including a description of the reason for the raise.

24.9 Notice to UFF.

(a) Not later than thirty (30) days after the first pay period in which the general merit or across the board salary increases provided in this Article are reflected, the Office of Human Resource Services shall provide UFF with a salary report in Excel spreadsheet format, listing all in-unit faculty members.

(b) This report shall include the following information for each faculty member:

- (1) name;
- (2) department and college;
- (3) rank or position including the titles such as "visitor";
- (4) position code;
- (5) percentage FTE appointment;
- (6) date of hiring;
- (7) date of most recent promotion;
- (8) years in current rank;
- (9) the faculty member's base salary before this year's salary increases;
- (10) the amount the faculty member received from each salary increase category, including any promotion increase or any other adjustments; and
- (11) the new base salary rate after the salary increases described above.

(c) A copy of the annual salary increases referenced in this Article shall simultaneously be sent to the Smathers West library and be available to all faculty.

24.10 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to a faculty member that do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not OPS.

(b) Duties and responsibilities assigned by the University to a faculty member that are in addition to the available established FTE for the position shall be compensated through OPS, not Salary.

24.11 Grievability.

(a) Except for grievances alleging discrimination under the Nondiscrimination Article, the only issue to be addressed in a grievance alleging violations of this Article is whether the University properly applied the procedures set forth in this Article. If an arbitrator finds that the procedures have not been properly applied, the arbitrator shall identify the failure and remand the matter to the University for proper application of the procedures and recalculation of the salary increase or salary level.

(b) If a faculty member seeks redress of an alleged violation of this Article by filing a grievance under the provisions of Article 28, Grievance Procedure and Arbitration, the faculty member must file a grievance within forty-five (45) days after the first paycheck that is affected by the alleged violation.

24.12 Other Faculty Award Programs. The University shall continue to provide one-time awards, which do not increase the faculty member's base salary, under the same programs and on the same basis as in the past.