ARTICLE 27
SALARIES
(for the 2010–2011 Academic Year)

27.1 Policy. The Trustees and the 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.

27.2 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.

27.3 Promotion and Salary Plan for Professors Increases.
   (a) 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 20, Promotions. Promoted faculty shall receive a
       promotion salary increase of nine percent (9.0%) of their base salary.

   (b) Salary increases for 2010-2011 determined through the Salary Plan for Professors
       (SPP) shall be granted in the amount equal to nine percent (9.0%) of the faculty member’s
       previous year’s base salary.

   (c) Twelve (12)-month faculty members shall receive the promotion or SPP salary
       increase effective July 1, 2010, ten (10)-month faculty shall receive the promotion or SPP salary
       increase effective August 12, 2010, and nine (9)-month faculty members shall receive the
       promotion or SPP increase effective August 16, 2010.

27.4 Merit Salary Increases for 2010–2011. During 2010-2011 the Trustees shall provide a
merit raise pool equivalent to four percent (4%) of the base salary for in-unit employees (except
for the P. K. Yonge Developmental Research School, hereafter “DRS”, whose salaries are
addressed in Section 27.7) as of May 15, 2010. This merit salary pool shall be created in addition
to the funding of increases for promotion or SPP described in 27.3 and shall be administered as
follows:
   (a) Except for the DRS, each department or equivalent unit (hereafter, “unit”) shall be
       allocated four percent (4%) of the base salaries of all faculty members in the unit as of May 15,
       2010. Units with fewer than ten (10) faculty members shall be grouped together for purposes of
determining their pool of merit funds. The pool of merit funds for faculty who have been moved
into a new unit shall be calculated and allocated separately and the merit criteria that existed in

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their previous unit will be used.

(b) Eligibility. To be eligible for a merit salary increase, the employee must have, at a minimum, a satisfactory evaluation and been employed by the University for the Spring 2010 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 for merit increases.

(c) 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.

(1) 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 (hereafter “chair”) shall consult with the unit’s merit pay committee or its other governance bodies that are customarily consulted on salary decisions.

(2) The number of merit increases shall not be limited by any quota except by the merit criteria established by unit.

(3) Merit Increase Amounts. 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.

(4) 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.

27.5 Administrative Discretionary Salary Adjustments. Subject to any qualifying provisions specified below, the Trustees 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. All salary increases under this section shall become effective before June 30, 2011.

(a) The parties agree that the total funds for such salary adjustments shall be not more than three-fourths of one percent (0.75%) of the total base salary rate of members of the bargaining unit as of August 30, 2010.

(b) Salary Increases for Increased Duties and Responsibilities. In addition to any other salary increases for which they qualify and in addition to any other mutually agreed-to accommodations, faculty members in the bargaining unit who are officially assigned increased administrative duties and responsibilities, such as department chairs, center directors, program directors, heads of equivalent administrative units, or department graduate or undergraduate coordinators, shall be eligible for salary increases on the same basis as all other faculty members, except that, in addition to the other salary increases for which they qualify, they 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 Trustees shall provide the UFF with an electronic copy of the total list of salary increases under Section 27.5 that the Trustees have implemented to that point during the previous fiscal year ending June 30th. These lists shall provide the name, rank, and department of the faculty member, the amount of the increase, and the reason for the increase.

27.6 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.

27.7 DRS faculty members shall receive the following salary increases for the 2010–2011 school year:

(a) Promotions in DRS 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 20, Promotions. Promoted faculty shall receive a promotion salary increase of nine percent (9.0%) of the faculty member’s previous year’s base salary effective August 12, 2010.

(b) Increases to a faculty member’s base salary based on a higher degree obtained by the faculty member shall continue to be implemented in accordance with the DRS Salary Schedule in Appendix “F”.

(c) A faculty member’s base salary for 2010–2011 shall be commensurate with the 2010–2011 DRS Salary Schedule in Appendix “F”.

(d) DRS Increases. Full-time, permanent status or permanent-status probationary faculty members at DRS who have received a satisfactory annual evaluation and are not in layoff or non-renewal status shall receive an increase to bring their salary to the scale in Appendix “F”.

(e) DRS Salary Supplements. DRS faculty members shall receive salary supplements for additional duties to be paid in a manner designated by the affected faculty member and in the amounts described for the 2010–2011 school year in Appendix “G”, under the following conditions:

1. The Director has assigned the activity in writing to the faculty member;
2. Faculty members shall receive a separate salary supplement for each

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assigned activity;
(3) Specific salary supplement information on all supplements shall be provided to the DRS faculty before the beginning of the academic year; and
(4) 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.
(5) The parties commit to including a schedule of salary supplements available to DRS faculty in any future collective bargaining agreement covering DRS faculty.
(6) 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.
(7) Additional duties may be initiated by DRS faculty or administration during the school year, with the approval of the Director, and faculty shall be compensated in the manner described in Section 27.7(f).

(f) Extra Period. When the Director or designee determines that an additional teaching period(s) is needed in a specific course offering, the Director or designee shall post the position and request volunteers. If no in-field faculty member volunteers, the Director or designee may appoint an out-of-field qualified volunteer within the limits provided to DRS by the Florida Department of Education and Florida statute. Among the factors to be considered in the equitable selection of faculty for such an assignment shall be the following:

(1) areas of certification;
(2) prior teaching assignments;
(3) supplemental positions held;
(4) faculty member’s most recent evaluation;
(5) prior additional teaching period assignments.

Faculty selected to teach an additional period(s) shall receive their regular salary plus a supplement of twenty (20%) percent of the faculty member’s daily rate of pay for each additional teaching period.

27.8 Salary Increase Notification.
(a) Faculty members shall be notified prior to the submission to the payroll department of the 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 for a salary increase.

(b) The faculty member shall receive not later than four (4) weeks after the implementation of the salary increases an official report on the form shown in Appendix “I” of this Agreement, which shall contain the following information:

(1) the faculty member’s name;

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(2) the faculty member’s department and college;
(3) the faculty member’s base salary rate before this year’s salary increases;
(4) the amount received in each salary increase category, including any
promotion or SPP increases or any other adjustments; and
(5) the faculty member’s new base salary rate after the salary increases
described above.

27.9 Notice to UFF.
(a) Not later than thirty (30) days after the first pay period in which the salary increases
provided in this Article are reflected, the Office of Human Resource Services shall provide the
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 or SPP 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.

27.10 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,
ot Salary.

27.11 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
Trustees 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 Trustees 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 31, Grievance Procedure and Arbitration, the act or
omission giving rise to such a grievance may be the faculty member’s receipt of any salary warrant
for a full-pay period in which the salary increases referenced in this Article are reflected.