

1 2018-2019 Supplement to CBA

2 ARTICLE 24 SALARIES

3 **Modify Article 24 as follows:**

4 24.1 Policy. The University and UFF agree that salary is an important factor in the recruitment and
5 retention of faculty members and an incentive for meritorious performance in
6 research/scholarship/creative activity, teaching, and service.

7
8 24.2 Effective Date. All salary increases and adjustments referenced in this Article shall become
9 effective retroactive to the beginning of the faculty member's annual appointment, unless otherwise
10 specified below.

11
12 24.3 Promotion Increases. Promotions made to the rank of Associate Professor, Clinical Associate
13 Professor, Associate Curator , Senior Lecturer, Associate in _____, Associate Scholar, Associate
14 Scientist, Associate Engineer, Associate University Librarian, Professor, Clinical Professor, Curator, Master
15 Lecturer, Senior Associate in _____, Scholar, Scientist, Engineer, or University Librarian shall be in
16 accordance with the provisions of Article 19. Promoted faculty shall receive a promotion salary increase
17 of nine percent (9.0%) of their base salary.

18
19 24.4 General Salary Increases.

20 (a) ~~The general salary increases for 2016-2017-2018 are effective January 1, 2018. For~~
21 **Academic Year 2018-2019, pay adjustments will be in the form of a one-time lump sum payment based**
22 **on an aggregate payment pool of 4.0%. This lump sum payment will be 3% merit and 1% across the**
23 **board.**

24 **1. For those whose salary is below \$50,000 (at 1.0 FTE, or pro-rated to 1.0):**

25 **a. Their across the board portion will be \$1000, pro-rated to their FTE.**

26 **b. Those with visiting appointments will only receive 1% in the across the**
27 **board portion of the payment.**

28
29 (b) In each year of this agreement the University shall provide a raise pool allocated between
30 merit and across- the-board as follows:

	Merit	Across-the-board
33 2016-2017	0.0%	1.50%
34 2017-2018	3.0%	0.0%
35 2018-2019	0.0%	0.0%

36
37 (c) Such increases, if any, are applied after a promotion increase.

38
39 (d) Faculty members in the bargaining unit shall be eligible to participate in the
40 University Term Professorships.

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42 (e) ~~Notwithstanding the limits of Article 24.5, by the end of January 2018, the University will~~
43 ~~spend approximately 2% of the total salary base of members of the bargaining unit for equity increases.~~
44 ~~Deans will consult with chairs on making determinations for such increases. Such increases will be~~
45 ~~effective August 2017.~~

46
47 ***The payments set forth in Article 24.4(a) will be effective as of December 21, 2018. In order to***
48 ***be eligible for the payment, employees must have been on the payroll as of June 30, 2018, must not***
49 ***have an unsatisfactory evaluation during 2018 and must not have received a non-renewal notice or***
50 ***submitted a notice of resignation or retirement as of December 21, 2018. The process for determining***
51 ***the lump-sum payments shall be in accordance with Article 24.4(h). For purposes of this 2018-2019***
52 ***payment only, Article 24.6 is modified to replace the words “salary increase” with “one-time lump sum***
53 ***payment.”***

54
55 (f) ~~The parties agree to re-openers of Articles 24.4 and 24.7 for 2017-2018 and 2018-2019~~
56 ~~in accordance with the provisions of Article 33, at a time mutually agreeable to the parties.~~

57
58 (g) Salaries for P.K. Yonge faculty are addressed in 24.7.

59
60 (h) With respect to the merit portion of any raises:

61 (1) In any year in which a merit raise is provided each department or equivalent unit
62 shall be allocated a merit pool using the base salaries of all bargaining unit faculty members in the
63 unit as of May 15. Chairs or equivalent supervisors who are in the bargaining unit are excluded
64 from those eligible. The chairs (by college) shall form a separate merit pool, and the dean shall
65 make merit raise decisions for the chairs.

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

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

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

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

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

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

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86 e. Notwithstanding other provisions of this agreement, department merit
87 procedures and tenure and promotion criteria shall be used for merit raises. In addition,
88 notwithstanding other provisions of this agreement, all activities in research, teaching,
89 and service for the three (3) previous years shall be considered for merit pay raises.
90

91 24.5 Administrative Discretionary Salary Adjustments. Subject to any qualifying provisions specified
92 below, the University may in appropriate circumstances adjust the salary of a bargaining unit member for
93 merit, market equity adjustments, verified counteroffers, salary compression/inversion, increased duties
94 and responsibilities, special achievements, and similar special circumstances. These increases may occur
95 at any time.
96

97 (a) The parties agree that the total funds for such salary adjustments shall be not more than
98 one percent (1.0%) annually, based on the total base salary rate of members of the bargaining unit as of
99 August 30. Any amount greater than the 1.0% is subject to approval of the UFF.

100 (b) Salary Increases for Increased Duties and Responsibilities. Faculty members in the
101 bargaining unit who are assigned administrative duties and responsibilities, such as department chairs,
102 center directors, program directors, heads of equivalent administrative units, or department graduate or
103 undergraduate coordinators, may receive a discretionary salary increase or supplement for the length of
104 their administrative appointment.
105

106 (c) Report of Discretionary Salary Adjustments. On July 30 of each year the University shall
107 provide UFF with an electronic copy of the total list of salary increases under Section 24.5 that the
108 University has implemented during the previous fiscal year ending June 30. These lists shall provide the
109 name, rank, and department of the faculty member, the amount of the increase, and the reason for the
110 increase.
111

112 24.6 Salary Increases Funded Through Contracts, Grants, or Auxiliary Budgets. The funds available for
113 salary increases to faculty members on contracts, grants, or auxiliary budgets, as a percentage of their
114 collective base salary rate, shall be equivalent to the funds available for salary increases to faculty on
115 Educational and General (E&G) funding, as a percentage of their collective base salary rate, provided that
116 such salary increases are permitted by the terms of the contract or grant.
117

118 24.7 Salary Increases for P.K. Yonge faculty members.

119 (a) Promotions made to the rank of University School Assistant Professor, University School
120 Associate Professor, or University School Professor, shall be in accordance with the provisions of Article
121 19. Promoted faculty shall receive a promotion salary increase of nine percent (9.0%) of the faculty
122 member's previous year's base salary plus degree supplement.
123

124 (b) Full-time faculty members who have received a satisfactory annual evaluation and are
125 not in layoff or non-renewal status shall be eligible for salary increases consistent with state policies. In
126 accordance with the provisions of Article 33, the University and UFF agree to re-open negotiations each
127 year of the contract for the purpose of determining appropriate raises consistent with state regulations
128 and policies. The current framework for a salary schedule is found in Appendix E. ~~The raise for 2017-2018~~
129 ~~for P.K. Yonge faculty is the same as for other bargaining unit faculty (3.0% of the P.K. Yonge salary base).~~
130 ~~This figure includes the annual and performance adjustments in Appendix E. The difference between the~~

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131 ~~performance adjustments and the 3.0% shall be paid across the board.~~ **For Academic Year 2018-2019, in**
132 **addition to the raises mandated in Appendix E, pay adjustments for P.K. Yonge faculty will include a**
133 **one-time lump sum payment. The combination of the raises in Appendix E and the one-time payment**
134 **shall equal the 4.0% one-time pool for which all other members of the bargaining unit are eligible.**

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

137
138 (d) Salary Supplements. Faculty members shall receive salary supplements for additional
139 duties assigned by the director and as specified in Appendix "F", under the following conditions:

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

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

146
147 24.8 Salary Increase Notification.

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

152
153 (b) Faculty members shall receive written notice of any salary increase within four
154 (4) weeks of implementation, including a description of the reason for the raise.

155
156

157 24.9 Notice to UFF.

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

162
163 (b) This report shall include the following information for each faculty member:

164 (1) name;

165 (2) department and college;

166
167 (3) rank or position including the titles such as "visitor";

168 (4) position code;

169 (5) percentage FTE appointment;

170 (6) date of hiring;

171 (7) date of most recent promotion;

172 (8) years in current rank;

173 (9) the faculty member's base salary before this year's salary increases;

174 (10) the amount the faculty member received from each salary increase category,
175 including any promotion increase or any other adjustments; and

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176 (11) the new base salary rate after the salary increases described above.
177
178 (c) A copy of the annual salary increases referenced in this Article shall simultaneously be
179 sent to the Smathers West library and be available to all faculty.
180
181 24.10 Type of Payment for Assigned Duties.
182 (a) Duties and responsibilities assigned by the University to a faculty member that do not
183 exceed the available established FTE for the position shall be compensated through the payment of
184 Salary, not OPS.
185
186 (b) Duties and responsibilities assigned by the University to a faculty member that are in
187 addition to the available established FTE for the position shall be compensated through OPS, not Salary.
188
189 24.11 Grievability.
190 (a) Except for grievances alleging discrimination under the Nondiscrimination Article, the
191 only issue to be addressed in a grievance alleging violations of this Article is whether the University
192 properly applied the procedures set forth in this Article. If an arbitrator finds that the procedures have
193 not been properly applied, the arbitrator shall identify the failure and remand the matter to the University
194 for Proper Application of the procedures and recalculation of the salary increase or salary level.
195
196 (b) If a faculty member seeks redress of an alleged violation of this Article by filing a grievance
197 under the provisions of Article 28, Grievance Procedure and Arbitration, the faculty member must file a
198 grievance within forty-five (45) days after the first paycheck that is affected by the alleged violation.
199
200
201 24.12 Other Faculty Award Programs. The University shall continue to provide one-time awards, which
202 do not increase the faculty member's base salary, under the same programs and on the same basis as in
203 the past.

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