

**ARTICLE 12
SALARIES**

(AMENDED MMMM 2022)

12.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally.

12.2 Annual Salary Increases.

(a) For the review period of 2021-2022 in which an evaluation was received, the employee will receive the salary increase listed in the table below:

<u>Evaluation Rating</u>	<u>Increase</u>
Deficient	0.00%
Needs Improvement	0.00%
Meets Expectations (-)	4.125%
Meets Expectations	4.125%
Meets Expectations (+)	4.125%
Exceeds Expectations	4.375%
Exemplary	4.625%

(b) Employees who were hired after August 16, 2021, but before February 15, 2022, and did not receive a performance evaluation for 2021-2022, will receive a salary increase of 3.094% (75% of Meets Expectations).

(c) Scaled Salary Adjustment.

- (1) All eligible employees whose 2021-2022 Academic Year annual salaries are within in the bottom quartile of all salaries for in-unit faculty will receive a scaled salary adjustment.
- (2) This adjustment is gradually scaled from 0% for the individual at the top of the quartile described to 4% for the individual at the bottom.
- (3) The scaled salary adjustment is implemented using the following formula with described criteria and eligibility conditions:

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- 1 a. an employee who has an academic salary that is less than \$79,000
- 2 (“AY Salary”), AND;
- 3 b. who was hired on or before March 1, 2022, AND;
- 4 c. who received a “Meets Expectations (-)” rating or above,
- 5 d. will receive an additional salary adjustment that is equal to
- 6 **(\$79,000-AY Salary)*(4%/23000)**.¹

7 (4) This increase is cumulative to the salary increase described in (a).

8 (d) Convertible bonus

9 (1) Employees hired before February 1, 2022 will receive a one-time bonus of

10 4% of their 2021-2022 Academic Year annual salaries.

11 (2) This bonus will convert into a salary increase on July 1, 2023 should the

12 Florida legislature appropriate in item 145 (or equivalent) of its 2023-2024

13 General Appropriations Act an appropriation to the university that includes

14 at least 50% of the increase that it appropriated in item 145 to the university

15 in the 2022-2023 General Appropriations Act (\$41,276,655) over the

16 amount appropriated in item 145 to the university in the 2021-2022 General

17 Appropriations Act (\$35,725,518). The amount appropriated in item 145 of

18 the 2023-2024 General Appropriations Act would have to be \$38,501,087

19 or more for the bonus to convert into a salary increase.

20 ~~(d)~~(e) The salary increases and bonuses as described will be effective upon ratification

21 and will be implemented by, or retroactive to, the pay period that begins Tuesday,

22 August 16, 2022.

23 ~~(e)~~(f) Annual salary increases for 2023-2024 are to be determined and will be reopened

24 for negotiation as described in Article 26.

25 **12.3 Other Increases (OI).** The University BOT may provide annual OIs up to one percent

26 (1.0%) of the total salary rate of the bargaining-unit.

27 (a) OIs may be granted at any time at any time in the following circumstances:

- 28 (1) In response to verified written offers of outside employment;

¹ For example: Employee with AY Salary of \$56,000 will receive a 4.00% raise; Employee with AY Salary of \$67,5000 will receive a 2.00% raise; Employee with AY Salary of \$79,000 will receive a 0.00% raise.

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Commented [PL1]: Almost certainly a more elegant lawyerly way of putting this, but I think the intention here is clear.

- 1 (2) As recognition for special achievements and/or exceptional merit, including,
- 2 but not limited to, awards from national or international
- 3 academic/professional community or funding agencies;
- 4 (3) To address compression and inversion;
- 5 (4) For equity and market equity considerations;
- 6 (b) No other OIs shall be provided unless negotiated with UFF and ratified by both
- 7 parties.
- 8 (c) The University shall notify the UFF annually of OI. In this notification, the
- 9 University will specify which applicable circumstance(s) from 12.3(a) (1)-(4)
- 10 justified the increase.

11 **12.4 University Awards.**

- 12 (a) The University may provide a competitive annual Employee awards program to
- 13 acknowledge and celebrate the efforts of Employees for their contribution in
- 14 making the University a world-class leader in science, technology, engineering and
- 15 math (STEM) education.
- 16 (b) Awards that have a monetary component must be awarded as the result of a
- 17 competitive process open to all Employees covered by this contract. The process
- 18 and criteria for the award must be clearly defined and shared with all eligible
- 19 Employees.
- 20 (c) The total pool for competitive awards for bargaining unit members will not exceed
- 21 \$5,000.

22 **12.5 Promotion Increases.**

- 23 (a) A bargaining-unit member who receives a promotion utilizing the promotion
- 24 procedures in this collective bargaining agreement shall receive the base-salary
- 25 increase shown below, effective August 15 following the academic year in which
- 26 the successful review takes place.
- 27 (1) A professor or instructor who is promoted will receive a base salary increase
- 28 of 10% or an increase to a minimum of 85% of median target salary (for
- 29 Associate Professors) or 82% (for Professors), whichever is greater.
- 30 (2) An Assistant Librarian or Wellness Counselor who is promoted will receive
- 31 a base salary increase of 9%.
- 32 (b) Median target salary noted in 12.5(a) is the median salary provided by College and

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University Professional Association (CUPA) for the rank and field for the individual using the following target universities, when they participate in the salary survey, as comparators:

- (1) **List 1** (*Preferred Group used whenever possible*): Alfred University, Kettering University, Rose-Hulman Institute of Technology, South Dakota School of Mines, University of Alaska Southeast, University of Central Florida, University of South Florida, Clarkson University, Colorado School of Mines, Franklin W. Olin College of Engineering, Illinois Institute of Technology, Oregon Institute of Technology, Rochester Institute of Technology.
- (2) **List 2** (*Alternative list used when there is insufficient data in List 1*): this will include all List 1 schools plus Bucknell University, California Polytechnic University – San Luis Obispo, California State Polytechnic University – Pomona, California State University – Los Angeles, Embry Riddle Aeronautical University – Prescott campus, Florida Institute of Technology, Gonzaga, Harvey Mudd, Lafayette, Loyola Marymount University Milwaukee School of Engineering, New Mexico Institute of Mining and Technology, Oregon Institute of Technology, Rowan University, San Jose State University, Stevens Institute of Technology, University of Alaska Southeast, University of San Diego, Valparaiso University.
- (3) If List 2 does not provide sufficient data, the University will use all institutions that report to CUPA.

(c) Instructor Salary data is not of high quality in CUPA and the median value will be by relevant field and set at 88% of the corresponding Assistant Professor Salary.

(d) The median target salary will be updated at least annually.

12.6 Legislatively Mandated Increases. Any additional legislatively mandated increases shall be implemented following the corresponding law and do not conflict with this agreement.

12.7 Salary floors.

(a) The salary floors for all bargaining-unit members will be:

- (1) 90% for the instructor rank,
- (2) 87% for the Assistant Professor Rank,
- (3) 85% for the Associate Professor Rank, and
- (4) 82% for the Professor Rank

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- 1 of the median salary (parity level) for comparable roles and comparable ranks in
 2 the target salary for peer institutions (see 12.5(b)). The median salary will be
 3 updated at least annually.
- 4 (b) Upon request, the university will provide UFF with a report that includes the salary
 5 floors determined for the previous academic year according to the process laid out
 6 in 12.5(b) and 12.7(a) for each position within the bargaining unit and filled by an
 7 in-unit employee.
- 8 **12.8 Starting Salary.** All bargaining-unit positions will be hired at a starting salary
 9 commensurate with their experience. It is expected that those salaries will typically be
 10 within 15% of employees within that unit at a similar rank and/or experience level. In
 11 exceptional cases, bargaining-unit positions may be hired at a salary above that range
 12 contingent on extraordinary experience and extramural funding.
- 13 **12.9 Grievability.** The only issues to be addressed in a grievance filed pursuant to this
 14 Agreement (Article 11) alleging violation of this Article are whether there is unlawful
 15 discrimination pursuant to state or federal law, or whether there is an arbitrary and
 16 capricious application of the provisions of one or more sections of this Article.
- 17 **12.10 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds.** Unless the
 18 University chooses to fund the increases, and in the event the University does not receive
 19 sufficient new legislative or performance funding to fund the salary increases, they shall
 20 become void and re-opened for negotiations by the parties.
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