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ARTICLE 12
SALARIES

~~(AMENDED AUGUST 2023)~~

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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 2022-2023 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 (provided the previous evaluation was not “Needs Improvement” or “Deficient”)	2.46882.0%
Meets Expectations (-)	4.93753.0%
Meets Expectations	4.93753.0%
Meets Expectations (+)	4.93753.0%
Exceeds Expectations	5.18753.25%
Exemplary	5.43753.75%

(b) Employees who were hired after August 16, 2022, but before February 15, 2023, and did not receive a performance evaluation for 2022-2023, will receive a salary increase of ~~3.002.5%~~.

~~(c) Scaled Salary Adjustment.~~

~~(1) All eligible employees whose 2022-2023 Academic Year annual salaries are under \$82,000 will receive a scaled salary adjustment.~~

~~(2) The scaled salary adjustment is implemented using the following formula with described criteria and eligibility conditions:~~

~~a. an employee who has a 2022-2023 Academic Year annual salary that is less than \$82,000 (“AY Salary”), AND;~~

~~b. who was hired on or before March 1, 2023, AND;~~

~~c. who received a “Meets Expectations (-)” rating or above;~~

~~d. will receive an additional salary adjustment that is equal to $.05 / (57690 - 82000) * (AY\ Salary - 82000)$.~~

~~(3) This increase is cumulative to the salary increase described in (a).~~

30 ~~(d) The salary increases as described will be effective upon ratification and will be~~
31 ~~implemented by, or retroactive to, the pay period that begins Wednesday, August~~
32 ~~16, 2023.~~

33 ~~(e) Annual salary increases for 2024-2025 are to be determined and will be reopened~~
34 ~~for negotiation as described in Article 26.~~

35 **12.3 Other Increases (OI).** The University BOT may provide annual OIs up to one percent
36 (1.0%) of the total salary rate of the bargaining-unit.

- 37 (a) OIs may be granted at any time at any time in the following circumstances:
- 38 (1) In response to verified written offers of outside employment;
 - 39 (2) As recognition for special achievements and/or exceptional merit, including,
40 but not limited to, awards from national or international
41 academic/professional community or funding agencies;
 - 42 (3) To address compression and inversion;
 - 43 (4) For equity and market equity considerations;
- 44 (b) No other OIs shall be provided unless negotiated with UFF and ratified by both
45 parties.
- 46 (c) The University shall notify the UFF annually of OI. In this notification, the
47 University will specify which applicable circumstance(s) from 12.3(a) (1)-(4)
48 justified the increase.

49 **12.4 University Awards.**

- 50 (a) The University may provide a competitive annual Employee awards program to
51 acknowledge and celebrate the efforts of Employees for their contribution in
52 making the University a world-class leader in science, technology, engineering and
53 math (STEM) education.
- 54 (b) Awards that have a monetary component must be awarded as the result of a
55 competitive process open to all Employees covered by this contract. The process
56 and criteria for the award must be clearly defined and shared with all eligible
57 Employees.
- 58 (c) The total pool for competitive awards for bargaining unit members will not exceed
59 \$5,000.

60 **12.5 Promotion Increases.**

- 61 (a) A bargaining-unit member who receives a promotion utilizing the promotion
62 procedures in this collective bargaining agreement shall receive the base-salary
63 increase shown below, effective August 15 following the academic year in which
64 the successful review takes place.
- 65 (1) A professor ~~or instructor~~ who is promoted will receive a base salary increase
66 of 10% or an increase to a “Salary Floor” (see section 12.7), minimum of
67 ~~85% of median target salary (for Associate Professors) or 82% (for~~
68 ~~Professors),~~ whichever is greater.
 - 69 (2) An Instructor as well as a Senior Instructor who is promoted will receive a
70 base salary increase of 10% or an increase to a “Salary Floor” (see section

- 71 12.7, whichever is greater.
- 72 (3) An Assistant Librarian or Wellness Counselor who is promoted will receive
- 73 a base salary increase of 910%.
- 74 (b) Median target salary noted in 12.5(a) is the median salary provided by College and
- 75 University Professional Association (CUPA) for the rank and field for the
- 76 individual using the following target universities, when they participate in the
- 77 salary survey, as comparators:
- 78 (1) List 1 (*Preferred Group used whenever possible*): Alfred University,
- 79 Kettering University, Rose-Hulman Institute of Technology, South Dakota
- 80 School of Mines, University of Alaska Southeast, University of Central
- 81 Florida, University of South Florida, Clarkson University, Colorado School
- 82 of Mines, Franklin W. Olin College of Engineering, Illinois Institute of
- 83 Technology, Oregon Institute of Technology, Rochester Institute of
- 84 Technology.
- 85 (2) List 2 (*Alternative list used when there is insufficient data in List 1*): this
- 86 will include all List 1 schools plus Bucknell University, California
- 87 Polytechnic University – San Luis Obispo, California State Polytechnic
- 88 University – Pomona, California State University – Los Angeles, Embry
- 89 Riddle Aeronautical University – Prescott campus, Florida Institute of
- 90 Technology, Gonzaga, Harvey Mudd, Lafayette, Loyola Marymount
- 91 University Milwaukee School of Engineering, New Mexico Institute of
- 92 Mining and Technology, Oregon Institute of Technology, Rowan
- 93 University, San Jose State University, Stevens Institute of Technology,
- 94 University of Alaska Southeast, University of San Diego, Valparaiso
- 95 University.
- 96 (3) If List 2 does not provide sufficient data, the University will use all
- 97 institutions that report to CUPA.
- 98 (c) Instructor Salary data is not of high quality in CUPA and the median value will be
- 99 by relevant field and set at 88% of the corresponding Assistant Professor Salary.
- 100 Senior Instructor median value uses the relevant field as noted in item (12.5(b))
- 101 and then is set at 0.88 times the Associate Professor median value. Similarly,
- 102 Distinguished Instructor is set at 0.88 times the Professor median value.
- 103 (d) The median target salary will be updated at least annually.

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104 **12.6 Legislatively Mandated Increases.** Any additional legislatively mandated increases shall

105 be implemented following the corresponding law and do not conflict with this agreement.

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107 **12.7 Salary floors.**

- 108 (a) The salary floors for all bargaining-unit members will be:
- 109 (1) 90% of the median salary for the ~~I~~nstructor ~~R~~rank,
- 110 (2) 85% of the median salary for the Senior Instructor Rank,
- 111 ~~(2)(3)~~ 82% of the median salary for the Distinguished Instructor Rank,
- 112 ~~(3)(4)~~ 87% of the median salary for the Assistant Professor Rank,
- 113 ~~(4)(5)~~ 85% of the median salary for the Associate Professor Rank, and

114 ~~(5)(6)~~ of the median salary 82% for the Professor Rank
115 of the median salary (parity level) for comparable roles and comparable ranks in
116 the target salary for peer institutions (see 12.5(b)). The median salary will be
117 updated at least annually.

118 (b) Upon request, the university will provide UFF with a report that includes the salary
119 floors determined for the previous academic year according to the process laid out
120 in 12.5(b) and 12.7(a) for each position within the bargaining unit and filled by an
121 in-unit employee.

122 **12.8 Starting Salary.** All bargaining-unit positions will be hired at a starting salary
123 commensurate with their experience. It is expected that those salaries will typically be
124 within 15% of employees within that unit at a similar rank and/or experience level. In
125 exceptional cases, bargaining-unit positions may be hired at a salary above that range
126 contingent on extraordinary experience and extramural funding.

127 **12.9 Grievability.** The only issues to be addressed in a grievance filed pursuant to this
128 Agreement (Article 11) alleging violation of this Article are whether there is unlawful
129 discrimination pursuant to state or federal law, or whether there is an arbitrary and
130 capricious application of the provisions of one or more sections of this Article.

131 **12.10 Increases Contingent on Receipt of New Recurring/Non-Recurring Funds.** Unless the
132 University chooses to fund the increases, and in the event the University does not receive
133 sufficient new legislative or performance funding to fund the salary increases, they shall
134 become void and re-opened for negotiations by the parties.

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