

ARTICLE 23 SALARIES

23.1 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. To that end, the parties are committed to working toward the common goals of the University of Central Florida. This policy statement is not subject to Article 20, Grievance Procedure.

23.2 Competitive Pay Adjustment by Legislative Mandate. Effective August 1, 2005, each eligible employee shall receive a 3.6% increase in the employee's July 31, 2005, base rate of pay. An employee shall be eligible if the employee's 2004 or 2004-2005 annual evaluation was *Satisfactory* or higher and the employee was in an employment relationship with the University on May 7, 2005, for 9-month employees or June 30, 2005, for 12-month employees. If an employee is ineligible due to a low evaluation and the employee's 2005 annual evaluation is *Satisfactory* or higher, the employee shall receive the increase at the time the evaluation is completed, but not retroactively.

23.3 Promotion Increases.

(a) Promotion salary increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks described below:

- (1) To Associate in _____, and Assistant University Librarian;
- (2) To Associate Professor, Research Associate, Associate Curator, Associate Scholar/Scientist, Associate Engineer, and Associate University Librarian; and
- (3) To Professor, Curator, Scholar/Scientist, Engineer, and University Librarian.

(b) Promotion salary increases shall be effective on August 8, 2005, for the 2005-2006 year; and August 8, 2006, for the 2006-2007 year.

23.4 Across the Board Salary Increases. In recognition of the Competitive Pay Adjustment described in Section 23.2, the University shall not provide additional across-the-board increases to employees for the 2005-2006 year.

23.5 Merit Salary Increases. Effective August 8, 2005, for the 2005-2006 year, the University shall provide merit salary increases to each department/unit equal to one-half of one percent (0.5%) of the total base salary of employees in the department/unit, as of July 31, 2005. All employees who are not members of a department/unit shall be grouped together and treated as a department/unit for the purpose of calculating and providing merit salary increases. Merit salary increases shall be provided to eligible employees in each department/unit according to the following criteria and procedures.

(a) Eligibility. Departments with approved standards may participate in merit increase programs. For the 2005-2006 year, an employee is eligible under this Section if he or she received an *Above Satisfactory* or *Outstanding* on his or her 2004 or 2004-2005 annual evaluation (depending on the evaluation option selected by the employee), and is still employed at the University on the date of BOT ratification.

(b) Distribution. The merit salary increases for eligible employees shall be calculated as a percentage of their base salary. Such increases shall be distributed proportionately to those employees whose most recent annual evaluations are *Above Satisfactory* or *Outstanding* in a ratio of 1.0 for *Above Satisfactory* and 1.7 for *Outstanding*.

23.6 Market Equity Salary Increases. Effective August 8, 2005, for 2005-2006 year, the University shall provide an amount equal to one-half of one percent (0.5%) of the July 31, 2005 base salary of all employees for market equity salary increases. This amount is defined herein as the Available Market Equity for the University. Market equity increases shall be distributed according to the following criteria and procedures.

(a) Eligibility. An employee is eligible under this Section if he or she has been employed by the University since at least August 8, 2002, has received a three-year average annual evaluation of *Satisfactory* or above for the 2002-2003 through 2004-2005 (or 2004, depending on the evaluation option selected by the employee) period; was still employed by the University on July 31, 2005, and is likewise still employed by the University on the date of BOT ratification. An in-unit employee in a visiting position is not eligible for the market equity portion of the increase outlined in this Section.

(b) Distribution.

(1) Each employee's 3-year average annual evaluation shall be calculated by assigning a numerical value of 4 for *Outstanding*, 3 for *Above Satisfactory*, 2 for *Satisfactory*, 1 for *Conditional*, and 0 for *Unsatisfactory* to each of the employee's last three annual evaluations and calculating the average (arithmetic mean). An average of 1.5 or higher, but less than 2.5 shall be defined as a 3-year average annual evaluation of *Satisfactory*. An average of 2.5 or higher, but less than 3.5, shall be defined as a 3-year average annual evaluation of *Above Satisfactory*. An average of 3.5 or higher shall be defined as a 3-year average annual evaluation of *Outstanding*.

(2) A Target Salary for each employee whose 3-year average annual evaluation is *Satisfactory* shall be defined as at least equal to eighty percent (80%) of the mean salary found in the most current CUPA-HR Salary Survey data available for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. A Target Salary for each employee whose 3-year average annual evaluation is *Above Satisfactory* shall be defined as at least equal to one hundred-fifteen percent (115%) of the mean salary found in the most current CUPA-HR Salary Survey data available for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. A Target Salary for each employee whose 3-year average annual evaluation is *Outstanding* shall be defined as at least equal to one hundred-thirty percent (130%) of the mean salary found in the most current CUPA-HR Salary Survey data available for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. If an employee's rank or discipline is not included in the most current CUPA-HR Salary Survey data availability, the University and the UFF shall jointly determine an alternative source of recent, national, average salary data to be used to define a Target Salary for that employee.

(3) The Needed Market Equity for the University is defined herein as the sum, across all employees eligible for a Market Equity Increase, of the differences between each eligible employee's Target Salary and that employee's July 31, 2005, base salary.

(4) The Available Market Equity Ratio is defined herein as the Available Market Equity for the University divided by the Needed Market Equity for the University.

(5) The Market Equity Increase for an eligible employee shall be equal to the Available Market Equity Ratio multiplied by the difference between the employee's Target Salary and the employee's July 31, 2005, base salary.

23.7 Incentive Award Programs. Incentive Award Programs shall be implemented as set forth in Paragraphs (a) through (d) below, to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida. All 2005-2006 Incentive Awards shall be made using the procedures, standards, and criteria used for the 2004-2005 Incentive Awards programs, modified only to reflect date changes.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence.

(1) Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employee's contract for the academic year in which the award was given.

(2) For the 2005-2006 year the University shall award up to forty (40) new UCF-TIP awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled award. If fewer than the maximum number of available awards (new plus recycled) is made in any award category, the unallocated salary increase funds shall be immediately distributed as an additional merit increase pool subject to the terms of Section 23.5.

(3) UCF-TIP awards shall be made according to existing criteria that have been developed through a collegial process between Academic Affairs and the Faculty Senate. The Selection Committee shall review faculty portfolios and recommend award recipients to the provost. The president shall give the final approval for awards to the successful faculty members.

(b) UCF- Research Incentive Award program. The UCF - Research Incentive Award ("UCF-RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field.

(1) Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employee's contract for the academic year in which the award was given.

(2) For the 2005-2006 year, the University shall award up to twenty (20) new UCF-RIA awards (additional awards may be given as a result of rounding, e.g. a college allocated 5.5 awards would round up to 6 awards) in addition to recycled awards. If fewer than the maximum number of available awards (new plus recycled) is made in any award category, the unallocated salary increase funds shall be immediately distributed as an additional merit increase pool subject to the terms of Section 23.5.

(3) UCF-RIA awards shall be made according to existing criteria that have been developed through a collegial process between Academic Affairs and the Faculty Senate. The Selection Committee shall review faculty portfolios and recommend award recipients to the provost. The president shall give the final approval for awards to the successful faculty members.

(c) Scholarship of Teaching and Learning Program. The Scholarship of Teaching and Learning (SoTL) program recognizes success in research related to the scholarship of teaching and learning.

(1) Regardless of the contract length (9 months through 12 months), award recipients shall receive a \$5,000 increase to their base salary retroactive to the start of the employee's contract for the academic year in which the award was given.

(2) For the 2005-2006 year, the University shall award up to ten (10) SoTL awards in addition to recycled awards. If fewer than the maximum number of available awards (new plus recycled) is made in any award category, the unallocated salary increase funds shall be immediately distributed as an additional merit increase pool subject to the terms of Section 23.5.

(3) SoTL awards shall be made according to existing criteria that have been developed through a collegial process between Academic Affairs and the Faculty Senate. The Selection Committee shall review faculty portfolios and recommend award recipients to the provost. The president shall give the final approval for awards to the successful faculty members.

(d) Excellence Awards. The University shall implement the merit-based bonuses set forth in Paragraphs (1) through (9) below to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

(1) Trustee Chair Professorship. The UCF Trustee Chair Professorship is a multi-year appointment awarded to faculty with an extraordinary record of accomplishment in the three primary areas of academic endeavor: teaching, research and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.

a. Award recipients shall receive an annual stipend of \$50,000 funded by the University. Up to \$25,000 can be used as a salary supplement. These chairs have a five-year renewable appointment.

b. For the 2005-2006 year, the University shall award up to eight (8) Trustee Chair Professorships.

c. These awards shall be made according to existing criteria and procedures.

(2) Pegasus Professor. The Pegasus Professor award recognizes excellence in the three primary areas of academic endeavor: teaching, research and service.

a. Award recipients shall receive a one-time payment of \$5,000 from Foundation funds as well as a Pegasus statue.

b. For the 2005-2006 year, the University shall award up to two (2) Pegasus Professor awards.

c. These awards shall be made according to existing criteria and procedures.

(3) Excellence in Undergraduate Teaching. The Excellence in Undergraduate Teaching award recognizes outstanding undergraduate teaching.

a. Award recipients shall receive a one-time payment of \$2,000 funded by the Division of Academic Affairs (plus an additional \$2,000 for the recipient designated to receive the University Award for Excellence in Undergraduate Teaching).

b. For the 2005-2006 year, the University shall award up to seventeen (17) Excellence in Undergraduate Teaching awards each year, and one University Award for Excellence in Undergraduate Teaching.

c. These awards shall be made according to existing criteria and procedures.

(4) Excellence in Graduate Teaching. The Excellence in Graduate Teaching award recognizes significant contributions to graduate education.

a. Award recipients shall receive a one-time payment of \$2,000 funded by the Division of Academic Affairs (plus an additional \$2,000 for the recipient designated to receive the University Award for Excellence in Graduate Teaching).

b. For the 2005-2006 year, the University shall award up to six (6) Excellence in Graduate Teaching awards each year, and one University Award for Excellence in Graduate Teaching.

c. These awards shall be made according to existing criteria and procedures.

(5) University Award for Excellence in Faculty Academic Advising. The purpose of this award is to recognize outstanding efforts in retaining undergraduate students, improving communication of information to peers and students, and helping undergraduate students realize their potential.

a. Award recipients shall receive a one-time payment of \$2,000 funded by the Division of Academic Affairs.

b. For the 2005-2006 year, the University shall award up to two (2) University Awards for Excellence in Faculty Academic Advising.

c. These awards shall be made according to existing criteria and procedures.

(6) University Award for Excellence in Professional Academic Advising. The purpose of this award is to recognize outstanding efforts in retaining undergraduate students, improving communication of information to peers and students, and helping undergraduate students realize their potential.

a. Award recipients shall receive a one-time payment of \$2,000 funded by the Division of Academic Affairs.

b. For the 2005-2006 year, the University shall award up to one (1) University Awards for Excellence in Professional Academic Advising.

c. These awards shall be made according to existing criteria and procedures.

(7) Distinguished Researcher. The purpose of the Distinguished Researcher award is to recognize research achievements such as new discoveries, major contributions, creativeness, originality, significant breakthroughs, etc.

a. Award recipients shall receive a one-time payment of \$2,000 from Division of Research funds (plus an additional \$2,000 for the recipient designated to receive the University Distinguished Researcher award).

b. For the 2005-2006 year, the University shall award up to seven (7) Distinguished Researcher awards each year, and one University Distinguished Researcher award.

c. These awards shall be made according to existing criteria and procedures.

(8) University Award for Excellence in Professional Service. The purpose of this award is to honor faculty members who demonstrate a record of excellence in service to UCF and professional service.

a. Award recipients shall receive a one-time payment of \$2,000 funded by the Division of Academic Affairs.

b. For the 2005-2006 year, the University shall award up to two (2) University Awards for Excellence in Professional Service.

c. These awards shall be made according to existing criteria and procedures.

(9) Excellence in Librarianship. The purpose of this award is to recognize outstanding contributions and support given to UCF's faculty and students by its library faculty.

- a. Award recipients shall receive a one-time payment of \$2,000 funded by the Division of Academic Affairs.
- b. For the 2005-2006 year, the University shall award up to one (1) Excellence in Librarianship award.
- c. These awards shall be made according to existing criteria and procedures.

23.8 Administrative Discretion Increases. The University may provide Administrative Increases up to 0.75 percent (0.75%) of the total salary rate of employees who are in an employment relationship with the University on July 31, 2005. Any Administrative Discretion Increase provided to contract and grant (C&G) employees, any court-ordered or court-approved salary increase or any salary increase to settle a legitimate, broad-based employment dispute shall not be subject to the terms and limitations of this Section.

(a) Counter-Offers. During the 2005-2006 year, the University may provide Administrative Discretion Increases to respond to verified, written offers of employment received by employees. The total amount of these increases shall not exceed three-eighths of one percent (0.375%) of the total salary rate of employees who are in an employment relationship with the University on July 31, 2005.

(b) Other Increases. During the 2005-2006 year, the University may also provide Administrative Discretion Increases for verified written offers of employment, special achievements, compression and inversion, equity and market equity considerations, and similar special situations, to employees in the bargaining unit. The total amount of these increases shall not exceed three-eighths of one percent (0.375%) of the total salary rate of employees who are in an employment relationship with the University on July 31, 2005.

(c) UFF Notification. At least 30 days prior to the effective date of any Administrative Discretionary Increase, and no later than August 7, 2006, the University shall provide to the UFF a written notification of the increase which states the name of the employee, the rank and discipline of the employee, the amount of the increase, and the reason for the increase. In addition, on or before October 9, 2006, the University shall provide UFF with a comprehensive list of all Administrative Discretion Increases granted during the 2005-2006 year which states, for each increase, the information required in the individual notifications.

23.9 Salary Increases for Employees Funded by Contracts and Grants.

(a) Employees on contracts or grants shall receive salary increases equivalent to similar employees on Education and General funding, provided that such salary increases are permitted by the terms of the contract or grant and adequate funds are available for this purpose in the contract or grant. In the event such salary increases are not permitted by the terms of the contract or grant, or in the event adequate funds are not provided, the president or president's representative shall seek to have the contract or grant modified to permit or fund such increases.

(b) Nothing contained herein shall prevent employees whose salaries are funded by grant agencies from being allotted raises higher than those provided in this Agreement, subject to the approval of the dean or unit head and the notice provisions of Section 23.8.

23.10 Report to Employees. All employees shall receive notice of their salary increases prior to implementation.

23.11 Grievability. The only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether there is unlawful discrimination under Article 6, or whether there is an arbitrary and capricious application of the provisions of one or more sections of this Article.

23.12 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to an employee that do not exceed the available established FTE for the position shall be compensated through the payment of salary, not Other Personal Services (OPS) wages.

(b) Duties and responsibilities assigned by the University to an employee that are in addition to the available established FTE for the position shall be compensated through OPS wages, not salary.

23.13 Twelve-Month Payment Option. The parties agree that it is desirable for employees on 9-month contracts to have the option of being paid their 9-month base salary divided over 12 months. As such, the parties agree that a twelve-month payment option shall be offered for the 2006-2007 contract year and thereafter.

23.14 Administrative Salary Stipends. A temporary salary increase which is provided to an employee as compensation for performing a specific, titled administrative function shall be permitted under this agreement as an Administrative Salary Stipend. At least 30 days prior to the effective date of any Administrative Salary Stipend, the University shall provide UFF a written notification of the stipend which states the name of the employee, the rank and discipline of the employee, the amount of the stipend, and the reason for the stipend. If all or part of the stipend is later added to the employee's base salary, the amount so converted shall be treated as an Administrative Discretion Increase during the year in which the conversion takes place and shall be subject to Section 23.8.