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 Starting Salaries. When an employee is first hired by the University, the salary of the employee, excluding any portion properly designated as an Administrative Salary Stipend or paid by the UCF Foundation, shall be no greater than the salary of the lowest paid employee in the new employee's department/unit who has the same or higher rank as the new employee. For purposes of this comparison, all existing employee salaries shall be converted to the same contract basis as the new employee's, if necessary, with 9-month salaries multiplied by 1.222 to convert to a 12-month basis and 12-month salaries multiplied by 0.818 to convert to a 9-month basis.

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, Associate Scholar/Scientist/Engineer, and Associate University Librarian; and

(3). To Professor, Scholar/Scientist/Engineer, and University Librarian.

(b) Each year, promotion salary increases shall be effective on August 8th for promotion earlier that calendar year.

23.4 Across the Board Salary Increases.

(a) Effective August 8, 2009, the University shall provide a three percent (3.00%) base salary increase to each employee whose annual evaluation for 2008 was Satisfactory or higher and who was in an employment relationship with the University on May 6, 2009.

(b) Effective August 8, 2009, after applying the increase described in part (a) of this section, the University shall provide a $1,000 base salary increase to each employee whose annual evaluation for 2008 was Satisfactory or higher and who was in an employment relationship with the University on May 6, 2009.

23.5 Market Equity Salary Increases. Effective August 8, 2009, for 2009-2010 year, the University shall provide an amount equal to one-half of one percent (0.5%) of the May 6, 2009 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 January 1, 2006, has received a three-year average annual evaluation of *Satisfactory* or above for the 2006 through 2008 period; was still employed by the University on May 6, 2009, 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-five percent (85%) 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 percent (100%) 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-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. If an employee's discipline is not included in the most current CUPA-HR Salary Survey data availability, the University and the UFF shall use alternate data at their discretion to jointly determine 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 either the employee's Target Salary less that employee's May 6, 2009, base salary or zero, whichever is larger.

(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 either the employee's Target Salary less that employee's May 6, 2009, base salary or zero, whichever is larger.

23.6 Incentive Award Programs. Incentive Award Programs shall be implemented as set forth in Paragraphs (a) through (d) below, to recognize and promote employee excellence and productivity that respond to and support the mission of the University of Central Florida. The president shall give the final approval for awards to the successful employees. 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. For awards allocated to individual colleges, all colleges with fewer than 25 employees shall be grouped into one unit for the purposes of allocating awards and making award decisions.

(a) UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence. For the 2009-2010 year the University shall award 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 awards.

(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. For the 2009-2010 year the University shall award 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.

(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. For the 2009-2010 year the University shall award ten (10) new SoTL awards in addition to recycled awards.

(d) Revised application and selection procedures for all Incentive Award Programs shall be developed by the faculty senate and approved by the president or representative. These application and selection procedures shall be used in 2009-2010. The revised procedures shall meet the following general requirements:

(1) All colleges shall follow the same application process and use the same standards and criteria for making Incentive Award Program decisions.

(2) All employees shall be eligible to apply for Incentive Awards in their fifth or higher year of University employment.

(3) No employee shall win an Incentive Award more frequently than once every five years.

(4) The only additional eligibility criteria for a UCF-TIP award shall be met if the employee has been the instructor of record for at least one (1) course per academic year for the period of time considered in the award decision process.

23.7 Awards of Distinction. The University shall implement the merit-based bonuses set forth below to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

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

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

(2) For 2009-2010, the University shall award four (4) Pegasus Professor awards.

(3) These awards shall be made according to existing criteria and procedures.

(b) Excellence Awards

(1) Award recipients shall receive a one-time payment of $2,000.

(2) For 2009-2010, the University shall award seventeen (17) Excellence in Undergraduate Teaching awards, one (1) University Award for Excellence in Undergraduate Teaching, six (6) Excellence in Graduate Teaching awards, one (1) University Award for Excellence in Graduate Teaching, two (2) University Awards for Excellence in Faculty Academic Advising, one (1) University Award for Excellence in Professional Academic Advising, seven (7) Distinguished Researcher awards, one (1) University Distinguished Research award, two (2) University Awards for Excellence in Professional Service, and one (1) Excellence in Librarianship award.

(3) These awards shall be made according to existing criteria and procedures.

23.8 Parking Stipend. Each employee who purchases a parking permit during 2009-2010 shall receive a one-time bonus of two hundred eighty-two dollars ($282.00).

23.9 Salary Increases for Employees Funded by Contracts and Grants. 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. No later than thirty (30) days after implementation of bonuses or raises provided for in this article, the University shall provide to UFF a list indicating each contract and grant (C&G) employee who did not receive a bonus or raise for which the employee was otherwise eligible because the terms of the contract or grant did not permit it or adequate funds were not provided. This list shall include the reason the bonus or raise was not provided. Attached to the list shall be copies of all correspondence demonstrating the president's or president's representative's efforts to rectify the situation.

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

23.11 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.

23.12 Twelve-Month Payment Option. The parties agree that a twelve-month payment option for 9-month employees shall be offered. The plan shall allow for employees to select a fixed savings amount to be deducted from each of the nineteen (19) full bi-weekly paychecks received during the Fall and Spring semesters with a change in that amount to account for those paychecks from which double premiums are deducted. The total savings shall be returned to the employee in equal amounts for the five (5) full bi-weekly paychecks received during the Summer semester. The University shall provide an online calculator and assistance as reasonable, taking into account time and resources, to assist the employee in determining a savings amount and fixed reduction amount that will allow the employee's net paychecks to remain approximately level across the 24 pay periods. Pay received for supplemental summer assignments shall be unaffected by this plan. Each year, all employees shall be informed in writing of the Twelve-Month Payment Option and provided instructions for enrolling in it.

23.13 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 14 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. An Administrative Salary Stipend shall not be added to the employee's base salary, cannot be increased without a substantive change in the administrative function, and shall cease when the employee ceases performing the administrative function associated with the stipend.

23.14 Salary Rate Calculation and Payment. The biweekly salary rate of employees serving on twelve (12) month (calendar year) appointments shall be calculated by dividing the calendar year salary rate by 26.1 pay periods.