UFF-UF proposal round 5, August 26, 2022

ARTICLE 24 SALARIES Reopener 2022

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

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

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

24.4 General Salary Increases.

(a) General salary increases are generally effective October 1. ~~However, the 2022-2023 salary increases shall be effective July 1, 2022 for 12-month faculty, July 30, 2022 for 10-month faculty and August 16, 2022 for 9-month faculty.~~

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

	Merit	Across-the-board
2021-2022	1.5% minus funds utilized for salary increases in 24.4 (d)	1.5%
2022-2023	~~**3.0%**~~ ~~**1.0%**~~	~~1% for those earning under 60K~~ Total base salary raise mounting to 3.023% of BU salary pot. An individual's raise is on a sliding scale, proportional to the lag between their salary rate per FTE-month and the average salary rate. See Analysis-BU-List_3-15-2022.xlsx and Salary arguments UFF-UF 2022 ~~$546*FTE*appt months (which is 5% BU salary pot distributed equally):~~

		~~For 9 month, 1FTE faculty: $4920~~ ~~For 10 month, 1FTE faculty:$5466~~ ~~For 12 month, 1FTE faculty: $6559~~ ~~$765* FTE*months in appointment = 7% of Bargaining Unit Total (Salary Pot / FTE*months), i.e. base annual salary increase~~ ~~for 9 month, 1 FTE faculty: $6887;~~ ~~for 10 month, 1 FTE faculty: $7652;~~ ~~For 12 month, 1 FTE faculty: $9183~~
2023-2024	TBD	TBD

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

~~(d) In addition to merit, for 2022-2023, all faculty earning less than $60,000 will receive a raise of $600 on a 1.0 FTE equivalent. To be eligible faculty must have been employed for two semesters. Faculty must not have: received a notification of non-renewal, layoff, or ending of time-limited appointment; received discipline, in the form of a written reprimand or suspension, during calendar year 2022; been put on a performance improvement plan; or submitted their resignation.~~

~~(e) For 2022-23, in addition to merit, all faculty with an annualized base salary of $45000 or less will receive one-time payments on a sliding scale. Faculty earning less than $40,000.00 will receive a $750 payment; and faculty earning $40,000.01 - $45,000.00 will receive a $500 payment. These one-time payments will be awarded the first pay period in July 2022. To be eligible faculty must have been on payroll continuously since August 16, 2021 must not have: received a notification of non-renewal, layoff, or ending of time-limited appointment; received discipline, in the form of a written reprimand or suspension, during calendar year 2022; been put on a performance improvement plan; or submitted their resignation.~~

(f) Faculty who have been appointed to the University Term Professorship shall finish their appointed terms and receive the full $15,000 amount associated with the program. Should the program be reinstated, faculty in the bargaining unit shall be eligible.

(g) The parties agree to re-openers of Articles 24.4, 24.5, and 24.7 for 2021-2022, 2022-2023, and 2023-2024 in accordance with the provisions of ARTICLE 33, at a time mutually agreeable to the parties.

(h) Salaries for P.K. Yonge faculty are addressed in 24.7.

(i) With respect to the merit portion of any raises:

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

(2) Eligibility. To be eligible <u>for merit raises</u>, the employee must have, at a

minimum, a satisfactory overall evaluation rating for two (2) of the last three (3) years and been employed by the University for at least one (1) semester. Faculty who have been employed at the University for fewer than three (3) years, must have, at a minimum, a satisfactory overall evaluation rating for the most recent academic year. Employees are not eligible if they are visiting faculty members, have been issued a notice of non-renewal, termination or layoff in accordance with this Agreement, or have resigned for any reason regardless of effective date [underlined are changes made in 2021-22]

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

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

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

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

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

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

24.5 Administrative Discretionary Salary Adjustments. Subject to any qualifying provisions specified below, the University may in appropriate circumstances adjust the salary of a bargaining unit member for market equity adjustments, verified counteroffers, salary compression/inversion, increased duties and responsibilities. In the years where no merit raise is available salary adjustments can be made for exceptional merit, special achievements, and similar special circumstances. These increases may occur at any time.

~~(a)~~ The parties agree that the total funds for such salary adjustments shall be not more than one percent (1.0%) annually, based on the total base salary rate of members of the bargaining unit as of August 30.

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

(c) Report of Discretionary Salary Adjustments. On July 30 of each year the University shall provide the UFF with an electronic copy of the total list of salary increases under Section 24.5

that the University has implemented during the previous fiscal year ending June 30. These lists shall provide the name, rank, and department of the faculty member, the amount of the increase, and the reason for the increase.

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

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

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

(b) Full-time faculty members who have received a satisfactory annual evaluation and are not in layoff or non-renewal status shall be eligible for salary increases consistent with state policies. In accordance with the provisions of ARTICLE 33, the University and UFF agree to re-open negotiations each year of the contract for the purpose of determining appropriate raises consistent with state regulations and policies. The current framework for a salary schedule is found in APPENDIX E. The difference between the performance adjustments and any general raise shall be paid across the board.

(c) Salary Supplements. Faculty members shall receive salary supplements for additional duties assigned by the director and as specified in APPENDIX F, under the following conditions:

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

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

24.8 Salary Increase Notification.

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

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

24.9 Notice to UFF.

(a) Not later than thirty (30) days after the first pay period in which the general merit or across the board salary increases provided in this Article are reflected, the Office of Human

Resource Services shall provide the UFF with a salary report in Excel spreadsheet format, listing all in-unit faculty members.

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

(1) name;
(2) department and college;
(3) rank or position including the titles such as “visitor”;
(4) position code;
(5) percentage FTE appointment;
(6) annual appointment (9-mo, 10-mo, or 12-mo);
(7) date of hiring;
(8) date of most recent promotion;
(9) years in current rank;
(10) the faculty member’s base salary before this year’s salary increases;
(11) the amount the faculty member received from each salary increase category, including any promotion increase or any other adjustments; and
(12) the new base salary rate after the salary increases described above.

(c) A copy of the annual salary increases referenced in this Article shall simultaneously be available to all faculty.

(d) Upon notification to UFF, all faculty within the bargaining unit will be provided with digital access by the University and notified that the report is available for their review.

24.10 Type of Payment for Assigned Duties.

(a) Duties and responsibilities assigned by the University to a faculty member that do not exceed the available established FTE for the position shall be compensated through the payment of Salary, not OPS.

(b) Duties and responsibilities assigned by the University to a faculty member that are in addition to the available established FTE for the position shall be compensated through OPS, not Salary.

24.11 Grievability.

(a) Except for grievances alleging discrimination under the Nondiscrimination Article (ARTICLE 11), the only issue to be addressed in a grievance alleging violations of this Article is whether the University properly applied the procedures set forth in this Article. If an arbitrator finds that the procedures have not been properly applied, the arbitrator shall identify the failure and remand the matter to the University for proper application of the procedures and recalculation of the salary increase or salary level.

(b) If a faculty member seeks redress of an alleged violation of this Article by filing a grievance under the provisions of ARTICLE 28, GRIEVANCE PROCEDURE AND ARBITRATION, the faculty member must file a grievance within forty-five (45) days after the first paycheck that is affected by the alleged violation.

24.12 Other Faculty Award Programs. The University shall continue to provide one-time awards, which do not increase the faculty member's base salary, under the same programs and on the same basis as in the past.