

Tentative Agreement

 For UFF

 Date

 For USF

 Date

Article 23 Salaries

23.1 Pay Plan. Ranked Faculty (Lecturers, Instructors, Assistant Professors, Associate Professors, Professors, and equivalent Librarian ranks); non-ranked faculty; and in-unit Administration employees:

A. Competitive Pay Increases.

1. ~~For 2009/2010, the~~The University shall provide all eligible employees in the pay plan a competitive pay increase of ~~2.0%~~ 1.5% to the employee's June 30, ~~2008~~ 2009 base salary. Eligible employees are those who are, at a minimum, meeting their required performance standards. A satisfactory or better on their most recent evaluation (an employee with assigned FTE must have a "satisfactory" in the majority of assigned FTE), would meet the eligibility requirement. Satisfactory or better equates to a minimum of a "3.0" on a 5.0 point numerical rating scale.

2. For 2010/2011, the University shall provide all eligible employees in the pay plan a competitive pay increase of 1.5% to the employee's June 30, 2010 base salary. Eligible employees are those who are, at a minimum, meeting their required performance standards. A satisfactory or better on their most recent evaluation (an employee with assigned FTE must have a "satisfactory" in the majority of assigned FTE), would meet the eligibility requirement. Satisfactory or better equates to a minimum of a "3.0" on a 5.0 point numerical rating scale.

B. Promotion Increases. All employees receiving promotions in 2009 shall receive a 9% increase to their June 30, 2009, base salary. All employees receiving promotions in 2010 shall receive a 9% increase to their June 30, 2010, base salary. In addition, employees promoted to Assistant Professor/Librarian shall receive an additional \$1,500 base salary increase; employees promoted to Associate Professor/Librarian shall receive an additional \$2,500 base salary increase; employees promoted to Professor/Librarian shall receive an additional \$3,500 base salary increase.

C. Merit Increases

1. ~~For 2009/2010, The~~ the University shall provide a salary pool equal to ~~0.4%~~ 1.0% of the June 30, ~~2008~~ 2009, in-unit employee salary base to be distributed as follows to all eligible in-unit employees. Eligible employees are those employees whose most recent

performance evaluations as of January 1, 2010 are strong and above (a minimum score on the most recent annual evaluation of at least 4.0 on a 5.0 point numerical rating scale). New hires with no evaluation are excluded from this pool. This pool shall be distributed at the department/unit level. The nominal evaluation ratings on the most recent annual evaluation shall be converted to numerical ratings (if ratings are already in numerical form, then those numbers shall be utilized so long as they are consistent with the 5.0 point scale that follows) with “outstanding” = 5.0; “strong to outstanding” = 4.5; “strong” = 4.0; satisfactory to strong” = 3.5; “satisfactory” = 3.0; “weak to satisfactory” = 2.5; “weak” = 2.0 “unacceptable to weak” = 1.5; and, “unacceptable” = 1.0.

Using the most recent annual evaluation, each employee’s numerical score in each area of assigned activity (the average of the peer committee’s rating, if applicable, and the supervisor’s rating) shall be multiplied by the assigned FTE, if applicable, to derive the overall raw score in each area of assignment (for example, an employee receiving a rating of 4.0 in instruction, with a .60 FTE assignment in instruction would have a raw score in this category of 2.4, derived by multiplying 4.00 by .60). Raw scores in each area of assignment are added together to determine the overall raw score for the individual employee. The highest total raw score possible would be 5.0 and the lowest, 1.0. Once the overall raw score has been computed, all those employees with a minimum score of 4.0 would be eligible for general merit pool consideration.

In each department/unit, the performance scores shall be added together for all employees who have been determined eligible to participate in the distribution of the general merit pool. The percentage ownership of the department/unit’s total performance scores shall be calculated by dividing each employee’s performance score by the department/unit’s total performance score points.

Each eligible employee’s salary shall be adjusted to a 9-month, 1.0 FTE rate and multiplied by each employee’s performance score. The resulting numbers shall be added together and each employee’s percentage ownership of that total shall be calculated by dividing each individual employee’s part of that total by the total of the department/unit. Total amount received shall be added to the employee’s base salary.

2. For 2010/2011, the University shall provide a salary pool equal to 1.0% of the June 30, 2010, in-unit employee salary base to be distributed to all eligible in-unit employees in the same manner as described in Article 23.1B(1), using the most recent performance evaluations as of January 1, 2011.

D. C. Additional Eligibility Requirements. Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the effective date of the salary increase described herein are not eligible to receive the increase described in Article 23.1A, ~~and 23.1B and 23.1C~~. Further, any employee not employed by the University as of May 1, ~~2008~~ 2009 is not eligible to receive the increases described in Article 23.1A(1) ~~and 23.1B and 23.1C(1)~~. Further, any employee not employed by the

University as of May 1, 2010 is not eligible to receive the increases described in Article 23.1A(2) and 23.1C(2).

E. D. Effective Dates. The effective date of the salary increases described in Article 23.1A(1) and 23.1C(1) shall be no later than six (6) weeks after ratification. The Board of Trustees will vote on ratification of this contract within three (3) weeks after UFF ratifies it. The effective date of the salary increases described in Article 23.1A(2) and 23.1C(2) shall be January 2, 2011. The effective dates for salary increases described in Article 23.1B shall be August 8, 2008 August 7, 2009, for employees promoted in 2009, and shall be August 7, 2010, for employees promoted in 2010.

23.2 Duration.

This salary as described above shall be in effect for ~~2008/2009~~2009/2010 and 2010/2011. It shall be in addition to any compensation (base or bonus) provided by the Legislature during this period.

23.3 Contract and Grant Funded Increases. Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

23.4 Type of Payment for Assigned Duties.

A. Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the position and from OPS dollars for assigned duties in excess of the established FTE on the position. Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees' home departments/units and for work on USF-funded internal grant programs.

B. An Employee who is assigned increased University duties and responsibilities that are not in excess of a full appointment (1.0 FTE) is eligible for a salary adjustment (stipend) to compensate the employee for said duties and responsibilities.

23.5 Faculty Senate Awards. The University shall provide lump-sum compensation of \$1500.00 to all recipients of awards under the jurisdiction of the faculty senate or equivalent faculty governance organization for each accredited institution or regional campus within the University. Additional compensation to award recipients is governed by Article 23.6.

~~23.5~~ 23.6 Salary Adjustments.

A. University authority.

1. The University shall retain the authority to make salary adjustments for employees, based on the published guidelines of the University in effect as of August 7, 2004, for promotions, increased duties and responsibilities, extra compensation and verified counteroffers. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances and lawsuits and other disputes. There is no total annual limit on the expenditures in the above cases listed in ~~23.5~~ 23.6A(1).

2. In addition, the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to make salary adjustments for market equity, including compression/inversion, and to develop and implement plans to provide additional base salary or lump sum increases for excellence in research, teaching, service and other assigned duties so long as the total annual expenditures does not exceed ~~4.0%~~ 3.0% of the June 30, ~~2008~~ 2009 in-unit employee salary base. No less than one-third of salary adjustments and bonuses provided by the University under Article 23.6A(2) shall be in the form of salary adjustments to employees whose annual base salaries are either less than \$65,000 or less than 85% of national market averages by rank and discipline as listed by ARL salary data, the latest Oklahoma State University survey of public university faculty, or other appropriate national market salary data. ~~Any and all salary adjustments and cash bonuses awarded or that have been awarded in the 2008/09 academic year shall be counted to have been awarded within the 1.0% 2008/09 authorized discretion.~~

B. The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article ~~23.5~~ 23.6A shall cease on August 6, ~~2009~~ 2011.

~~23.6~~ 23.7 Report to Employees. All employees shall receive written notice of their salary increases on the "Appendix E" form prior to the implementation of the salary increases described in this article. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial and final recommendation for salary increases.

~~23.7~~ 23.8 Report to UFF. Written reports shall be provided without cost by USF to UFF indicating all salary adjustments, cash bonuses, base salary increases and lump sum increases ~~made on a quarterly basis pursuant to Articles 8.4D, 23.1A, 23.1B, 23.1C and 23.5 by amount, nature of adjustment, name, rank department and college.~~ The information shall be provided no later than ten business days following the close of a quarter, made pursuant to Articles 23.1A, 23.1B, 23.1C, 23.5 and 23.6 by amount, nature of adjustment, name, rank, department, and college. The information shall be compiled at the beginning of each term and provided to UFF no later than September 15, February 1, and June 1.