

ARTICLE 23 SALARIES

23.1 Policy.

(a) The Board and the UFF agree that salary is an important positive factor in the recruitment and retention of strong researchers and teachers, and that a salary increase can be a powerful positive incentive for meritorious performance.

(b) Merit-based salary increases and bonuses are based on the duties assigned pursuant to Article 9 and the faculty evaluation criteria and procedures established by departments/units pursuant to Article 10.

^{BOT} (c) ~~In accordance with Section 447.309 (2)(a) of the Florida Statutes, The President shall, in his or her next annual budget request, request the Board of Governors to seek from the Florida Legislature to appropriate \$15 million in recurring funds to be allocated toward meritorious performance, correcting market inequities within the faculty, and raising average FSU faculty salaries to the national average for research universities with very high research activity as reflected in the most recent Oklahoma State University survey and similar sources as appropriate. The BOT and President shall assign a high priority to this request and vigorously pursue funding for it beginning immediately and continuing until it is satisfied. The distribution of any salary increase funds obtained by the University shall be collectively bargained by the BOT and UFF, giving great weight to the methods laid out in the report on "Market Equity and FSU Faculty Salaries" prepared in 2007 by the BOT/UFF FSU Joint Study Group.~~

23.2 Categories of Salary Increases.

(a) Increases to faculty salaries may be awarded in the following categories:

- (1) Promotion increases, pursuant to Section 23.3;
- (2) Merit increases/bonuses, pursuant to Section 23.4;
- (3) Market equity increases, pursuant to Section 23.5;
- (4) Awards, pursuant to Section 23.6;
- (5) Legislative increases/bonuses, pursuant to Section 23.7;
- (6) Faculty Retention, pursuant to Section 23.8;
- (7) Administrative discretionary increases, pursuant to Section 23.9.

(b) Faculty base salaries shall only be modified as provided in this Article and for changes between 9- and 12-month appointments as provided in Article 8.5(a).

23.3 Promotion Increases.

(a) For fiscal year 2007-2008 promotion increases were granted pursuant to Article 14 in the amount of nine percent (9%) added to the base salary in recognition of promotion to the ranks of Associate in ____, Assistant University Librarian, Associate Professor, Associate Curator, Associate Scholar/Scientist/Engineer, and Associate University Librarian and in the amount of twelve percent (12%) added to the base salary in recognition of promotion to one of the ranks of Professor, Curator, Scholar/Scientist/Engineer, Research Associate or University Librarian.

1 (b) For fiscal year 2008-2009 promotion increases ~~will be~~ were granted pursuant to
2 Article 14 in the amount of nine percent (9%) added to the base salary in recognition of
3 promotion to the ranks of Associate in ____, Assistant University Librarian, Associate
4 Professor, Associate Curator, Associate Scholar/Scientist/Engineer, and Associate
5 University Librarian and in the amount of twelve percent (12%) added to the base salary in
6 recognition of promotion to one of the ranks of Professor, Curator,
7 Scholar/Scientist/Engineer, Research Associate or University Librarian.

8 (b) For fiscal year 2009-2010 promotion increases were granted pursuant to Article
9 14 in the amount of nine percent (9%) added to the base salary in recognition of promotion
10 to the ranks of Associate in ____, Assistant University Librarian, Associate Professor,
11 Associate Curator, Associate Scholar/Scientist/Engineer, and Associate University
12 Librarian and in the amount of twelve percent (12%) added to the base salary in
13 recognition of promotion to one of the ranks of Professor, Curator,
14 Scholar/Scientist/Engineer, Research Associate or University Librarian.

15
16 23.4 Merit Salary Increases.

17 Not applicable.

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19 23.5 Market Equity.

20 Not applicable.

21
22 23.6 Awards.

23 (a) The Board may award stipends in supplement of base salary and one-time
24 bonuses for the following awards:

- 25 (1) University Teaching Awards;
- 26 (2) University Advising Awards;
- 27 (3) Robert O. Lawton Distinguished Professor;
- 28 (4) Developing Scholar Awards;
- 29 (5) Distinguished Research Professor;
- 30 (6) Graduate Faculty Mentor Award;
- 31 (7) Superior Liberal Studies Honors Teaching Award;
- 32 (8) Foundation Awards for Faculty Recognition
- 33 (9) Distinguished University Scholar Awards
- 34 (10) Honors Thesis Mentor Awards
- 35 (11) Graduate Faculty Mentor Awards
- 36 (12) Compensation may be provided with newly established awards, subject to

37 collective bargaining.

38
39 (b) At the end of each academic year, the Board shall provide the UFF with a
40 complete list, in a mutually agreeable electronic format, of all awards made under this
41 section during the previous twelve (12) month period. For each such increase, the list shall
42 provide the name and classification/rank of the individual receiving the award, the nature
43 of the award (stipend or one-time bonus), the name of the award, and the amount of the
44 award.

45

1 (c) Each year, at the same time as the Board provides the list described in (b)
2 above, the Board shall provide the UFF with copies of the selection criteria and procedures
3 for all awards named in said list.
4

5 23.7 Legislative Increases/Bonuses. 6

7 (a) Fiscal year 2007-2008 Bonus. All eligible members of the bargaining unit have
8 received a non-recurring one-time payment of one thousand dollars (\$1,000.00) including
9 applicable taxes and withholding on November 9, 2007. The distribution and eligibility for
10 this compensation were in accordance with the 2007-2008 General Appropriations Act and
11 a memorandum of understanding between the Board and the UFF.
12

13 (b) Fiscal year 2008-2009 and 2009-2010. If the Legislature appropriates any
14 funds for salary increases or bonuses, the disposition of those funds shall be subject to
15 negotiation between the BOT and the UFF.
16

17 23.8 Faculty Retention.

18 For fiscal year 2008-2009, eligible faculty members ~~will receive~~received a salary
19 adjustment in the amount of three percent (3%) to their base salary. A faculty member in a
20 salaried position ~~will be~~was eligible under this section if she or he was employed by the
21 University on or before May 7, 2008, and ~~is~~was still employed on the date of
22 implementation, September 5, 2008. Adjustments for eligible faculty members ~~will~~
23 ~~be~~were based on the September 5, 2008 salary rate. In addition, a faculty member must
24 have received an overall rating above official concern on the annual performance
25 evaluation conducted in spring 2008. Faculty members who ~~have been~~were given a notice
26 of non-renewal before the date of implementation ~~are~~were not eligible for the retention
27 adjustment (excluding contingent non-renewals typically issued to faculty funded by
28 contracts and grants).
29

30 23.8 Starting Salaries. Salaries for new faculty hires shall be determined by negotiation
31 between the hiring manager and the prospective candidate. Funding availability, funding
32 source, qualifications, and years of experience and expertise will be considered, along with
33 applicable salary survey data such as the Oklahoma State University salary survey. as
34 follows:

35 (a) For full-time faculty members hired into ranks and disciplines covered by the
36 most current Oklahoma State University or Association of Research Libraries salary
37 surveys, the starting salary shall be between 100% and 110% of average for the
38 corresponding rank and discipline in the most recent survey for RU/VH (Research
39 University with very high research activity) institutions, or University Libraries, as
40 appropriate. The amount shall be prorated for less than full-time appointments.
41

42 (b) For full-time faculty members whose position classification and discipline is
43 not covered by salary studies mentioned above, the starting salary for nine or twelve-
44 month employees shall be not less than \$40,000 and not greater than \$44,000 (unless
45 approved as an exception according to (c) below). The amount shall be prorated for less
46 than full-time appointments.

1
2 ~~(c) Exceptions to (a) and (b) above shall be subject to approval by an appropriate~~
3 ~~electd faculty committee of the department/unit into which the faculty member is hired~~
4 ~~and by the UFF-FSU Chapter Executive Council. The appropriate elected faculty~~
5 ~~committee would normally be the search committee or the faculty evaluation committee of~~
6 ~~the department/unit.~~

7
8 23.9 Administrative Discretionary Increases.

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10 ~~For 2009-2010, with the exception of the three individuals' salary increases~~
11 ~~implemented between the expiration date of the 2008-2009 Collective Bargaining~~
12 ~~Agreement and September 1, 2009, there shall be no administrative discretionary increases.~~

13
14 (a) For each of the fiscal years 2008-2009 and 2009-2010, the University may provide
15 salary increases beyond the increases specified above under this section not to exceed one
16 percent (1%) of the total salary rate of faculty members who are in an employment
17 relationship with the University on the first day of May immediately preceding the
18 beginning of the fiscal year for the following cases:

19 (1) Counter-offers made in response to verified written offers from comparable or
20 aspirational educational and research institutions.

21 (2) Endowed/named chairs.

22 (3) Extraordinary accomplishments recognized by the national or international
23 academic or professional community or recognition internal to the University, that are
24 substantially beyond the minimum performance criteria for the top departmental merit
25 category as approved by the faculty according to 10.4(b).

26 (4) Equity adjustments to correct salary inversions and compression relative to rank
27 and history of annual performance evaluations. For tenured or tenure-earning faculty
28 members equity adjustments shall follow the principles set forth in the *Market Equity and*
29 *FSU Faculty Salaries Report of the Joint Study Group*, dated January 24, 2007, and, for all
30 faculty members, will be based on written criteria and procedures published by the dean of
31 each college/unit and provided to the UFF Chapter at least 45 days before implementation.

32 (5) Increased duties and responsibilities. A salary increase may be awarded
33 to a faculty member for a substantial increase in duties or responsibilities, such as service
34 as a department chair or an analogous responsibility.

35 (6) Notice shall be given of any discretionary increases that are approved by
36 the administration but fall outside of the categories listed above or are to be effective after
37 June 30, 2009. The UFF will have 15 days from the date of receipt to object to the
38 increase. If an objection is made, the increase shall not be implemented.

39
40 (b) Within thirty (30) days after the effective date, or as soon as practicable, the
41 University shall provide to the UFF a written notification of each Administrative
42 Discretionary Increase. The notification shall state the name of the faculty member, the
43 rank and discipline of the faculty member, the amount of the increase and the reason for
44 the increase. The report shall include the following supporting evidence:

45 (1) For counter-offers, a copy of the verified written offer.

1 (2) For endowed/named chairs, a copy of the criteria and procedures for the
2 award of the chair.

3 (3) For extraordinary accomplishments, an explanation of how the
4 accomplishments exceed the minimum criteria for the top merit category of the
5 department/unit.

6 (4) For equity adjustments, the salaries and history of annual
7 accomplishments of the group(s) relative to which the inequity is to be corrected.

8 (5) For increased duties and responsibilities, the signed annual Assignments
9 of Responsibilities for the year preceding the change and the new one reflecting the
10 increased duties and responsibilities.

11
12 (c) Any court-ordered or court-approved salary increase or any salary increase to
13 settle a legitimate broad-based employment dispute shall not be subject to the terms and
14 limitations of this section.

15
16 (d) With the exception of section 23.9(a)(6), the discretion to grant all other salary
17 increases authorized by this section shall cease on June 30, 2010~~09~~, and shall not survive
18 such expiration as part of the status quo.

19
20 (e) All documents provided to the UFF under section 23.9 shall be in electronic
21 format and delivered to two representatives designated by the UFF.

22
23 23.10 Report to Faculty Members. All faculty members shall receive notice of their
24 salary increase on the Appendix "G" form or by an amended employment contract within
25 two weeks of the effective date or as soon thereafter as practicable.

26
27 23.11 Report to the UFF.

28 (a) No later than thirty (30) days after a pay period in which a salary increase
29 (including increases to base rate, awards, and bonuses) is reflected, the Board shall report
30 to the UFF in a mutually agreed electronic format a list of all faculty salary increases
31 reflected in that pay period.

32
33 (b) The report shall be formatted in easily readable columns and shall include:

- 34 (1) the name of each faculty member;
35 (2) the name of the department/unit;
36 (3) the rank of the faculty member;
37 (4) the date of promotion or appointment of the faculty member to the rank;
38 (5) the faculty member's previous year's salary rate;
39 (6) the amount received in each salary increase category during the previous
40 twelve months, according to categorization of salary increases identified in this agreement;
41 (7) the faculty member's new salary rate.

42
43 (c) A printed copy of each department's portion of the report shall be placed on file
44 in the department, available upon request to any faculty member of the department, as well
45 as in the main library, along with the documents prescribed in Article 7.
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1 23.12 Contract and Grant-Funded Increases.

2 (a) Faculty members on contracts or grants shall receive salary increases equivalent
3 to similar faculty members on regular funding, provided that such salary increases are
4 permitted by the terms of the contract or grant and adequate funds are available for this
5 purpose in the contract or grant.

6
7 (b) Nothing contained herein shall prevent faculty members whose salaries are
8 funded by grant agencies from being allotted raises higher than those provided to other
9 faculty members under this Agreement, subject to the approval of the University President
10 or his designee.

11
12 23.13 Grievability. Unless provided for otherwise in this Article, the only issues to be
13 addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are
14 whether there is unlawful discrimination under Article 6, or whether there is incorrect
15 application of the provisions of one or more sections of this Article. No grievance may be
16 brought disputing an administrator's or an advisory committee's evaluative judgment of a
17 faculty member's merit.

18
19 23.14 Any waiver of some or all of the right to bargain over the salaries or other
20 compensation of bargaining unit employees contained in this Article, excluding
21 administrative discretionary increases given pursuant to Section 23.9(a)(6), including the
22 discretion to determine starting salaries within the ranges specified in 23.8, shall expire on
23 June 30, 2009~~2010~~ and shall not survive the expiration of this agreement as part of the
24 status quo.