

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 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.

23.2 Categories of Salary Increases.

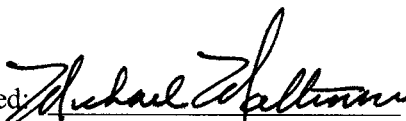
(a) Increases to faculty salaries may be awarded in the following categories:

- (1) Promotion increases, pursuant to Section 23.3;
- (2) Departmental merit increases, to motivate and reward accomplishments, pursuant to Section 23.4;
- (3) Market equity increases to compensate long-term faculty for salary compression and inversion, pursuant to Section 23.5(b);
- (4) Awards, pursuant to Section 23.6;
- (5) One-time bonuses, pursuant to Section 23.7;
- (6) Across-the-board salary increases, pursuant to Section 23.8;
- (7) Administrative discretionary increases, including adjustments for counteroffers, increased duties, endowed/named chairs, and settlements, 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 8.3(a).

23.3 Promotion Increases.

(a) Promotion increases will be granted pursuant to Article 14 in the amount of nine percent (9%) added to the base salary in recognition of promotion to the ranks 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.

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1 (b) Promotion increases for fiscal year 2004-2005 have been already implemented at nine
2 percent (9%) based on a memorandum of understanding between the Board and the UFF,
3 effective on the same date as the promotion became effective. For promotions to a rank for
4 which (a) above specifies a larger increase, retroactive payment shall be made for the difference
5 between nine percent (9%) and twelve percent (12%).
6

7 23.4 Departmental Merit Salary Increases.
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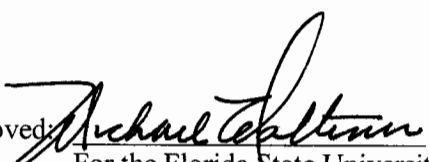
9 Each department/unit shall specify the criteria and method for merit salary increases. The
10 amount of merit increase shall be 2% for 2004-2005 to be distributed based on the Spring 2004
11 annual performance evaluation in accordance with University practices and procedures and the
12 evaluation Criteria and Procedures documents developed, approved, and maintained according to
13 the provision of Section 10.4. Merit salary increases based on the Spring 2005 Annual
14 Performance Evaluation are subject to further negotiations pursuant to Section 30.1(a). An
15 employee may be eligible under this section if she or he was employed by the University by May
16 6, 2004 and is still employed on the date of implementation, August 9, 2005.
17
18


19 23.5 Market Equity.

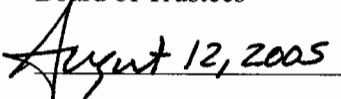
20 (a) For academic year 2005-2006 an amount equal 0.4% of the total bargaining unit base
21 shall be calculated and made available for compensation and to assist with equity adjustments to
22 base salary. The amount will be allocated on a pro rata basis to: 1) the base salaries of
23 Professors with 10 or more years of continuous service with the University as of August 9, 2005
24 and, 2) the base salaries of Associate Professors with seven (7) or more years of continuous
25 service with the University of August 9, 2005, and who have been in the Associate Professor
26 rank seven (7) years or less as of August 9, 2005. The allocated amounts will be computed as an
27 average (amount) for each group and distributed to the faculty in each group effective August 9,
28 2005. Faculty members who have received a counteroffer within the last five (5) years ending
29 August 9, 2005, will not participate in these increases. *

30
31 (b) To propose a more comprehensive and longer-term plan for addressing market equity,
32 a joint study group shall be formed. This group shall comprise six people, three chosen by the
33 University President and three by the UFF President. The group shall produce a report to the
34 University and the UFF, recommending a plan of action.
35

36 23.6 Awards.

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1 (a) The Board may award stipends in supplement of base salary and one-time bonuses for
2 all currently established awards, including but not limited to:

- 3 (1) University Teaching Awards;
4 (2) University Advising Awards;
5 (3) Robert O. Lawton Distinguished Professor;
6 (4) Developing Scholar Awards;
7 (5) Distinguished Research Professor;
8 (6) Graduate Faculty Mentor Award;
9 (7) Superior Liberal Studies Honors Teaching Award;
10 (8) Compensation may be provided with newly established awards, subject to
11 collective bargaining.

12
13 (b) At the end of each academic year, the Board shall provide the UFF with a complete
14 list, in a mutually agreeable electronic format, of all awards made under this subsection during
15 the previous twelve (12) month period. For each such increase, the list shall provide the name
16 and classification/rank of the individual receiving the award, the nature of the award (stipend or
17 one-time bonus), the name of the award, and the amount of the award.

18
19 (c) Each year, at the same time as the Board provides the list described in (b) above, the
20 Board shall provide the UFF with copies of the selection criteria and procedures for all awards
21 named in said list.

22
23 23.7 One-Time Bonuses.

24 (a) Fiscal Year 2004-2005 Bonus. All eligible members of the bargaining unit have
25 received a non-recurring one-time payment of one thousand dollars (\$1,000.00) including
26 applicable taxes and withholding on December 1, 2004. The distribution and eligibility for this
27 compensation were in accordance with the 2004-2005 General Appropriations Act and a
28 memorandum of understanding between the Board and the UFF.

29
30 (b) An additional amount equal to two percent (2%) of the total bargaining unit salary
31 base shall be allocated for one-time lump-sum bonuses to faculty members. In order to be
32 eligible for the bonus, faculty members must have been employed before May 6, 2004, and must
33 have received a satisfactory evaluation in spring 2004. Faculty members who have been given a
34 notice of non-renewal before May 6, 2005, are not eligible for the bonus. The amount of the
35 bonus for each faculty member shall be an equal share of the amount allocated for this purpose.
36 This bonus shall be paid as soon as practicable after ratification of this contract.
37

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1 23.8 Across-the-Board Increases.

2 All eligible in-unit faculty members have received a 3.6% increase to their base salary.
3 The distribution and eligibility for this salary increase were in accordance with the 2005-2006
4 General Appropriations Act and a memorandum of understanding between the Board and the
5 UFF.
6

7 23.9 Administrative Discretionary Increases.

8 (a) The University shall provide salary increases beyond the increases specified above
9 for verified written counter-offers, increased duties and responsibilities, special achievements,
10 endowed/named chairs and similar situations. Any court-ordered or court-approved salary
11 increase or any salary increase to settle a legitimate broad-based employment dispute shall not be
12 subject to the terms and limitations of this language. The total amount of salary increase
13 provided under this section in a fiscal year shall not exceed 0.25% of the total salary rate of
14 faculty members who are in an employment relationship with the University on the first day of
15 May immediately preceding the beginning of the fiscal year.
16

17 (b) Within thirty (30) days after the effective date, or as soon as practicable, the
18 University shall provide to the UFF a written notification of each Administrative Discretionary
19 Increase. notification shall state the name of the faculty member, the rank and discipline of the
20 faculty member, the amount of the increase and the reason for the increase.
21

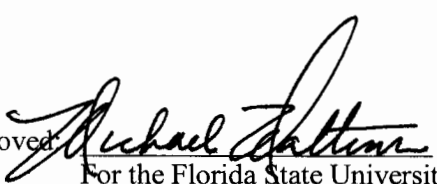
22 23.10 Report to Faculty Members. All faculty members shall receive notice of their salary
23 increase on the Appendix "G" form or by an amended employment contract within two weeks of
24 the effective date or as soon thereafter as practicable.
25

26 23.11 Report to the UFF.

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

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

- 32 (1) the name of each faculty member;
33 (2) the name of the department/unit;
34 (3) the rank of the faculty member;
35 (4) the date of promotion or appointment of the faculty member to the rank;
36 (5) the faculty member's previous year's salary rate;

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1 (6) the amount received in each salary increase category during the previous twelve
2 months, according to categorization of salary increases identified in this agreement;

3 (7) the faculty member's new salary rate.
4

5 (c) A printed copy of each department's portion of the report shall be placed on file in the
6 department, available upon request to any faculty member of the department, as well as in the
7 main library, along with the documents prescribed in Article 7.
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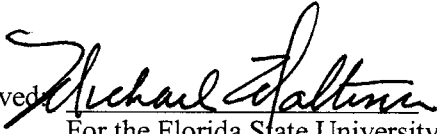
9 23.12 Contract and Grant-Funded Increases.

10 (a) Faculty members on contracts or grants shall receive salary increases equivalent to
11 similar faculty members on regular funding, provided that such salary increases are permitted by
12 the terms of the contract or grant and adequate funds are available for this purpose in the contract
13 or grant.
14

15 (b) Nothing contained herein shall prevent faculty members whose salaries are funded by
16 grant agencies from being allotted raises higher than those provided to other faculty members
17 under this Agreement, subject to the approval of the ~~dean or unit head~~ *mm*

President or his designee.

18 23.13 Grievability. Unless provided for otherwise in this Article, the only issues to be
19 addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether
20 there is unlawful discrimination under Article 6, or whether there is incorrect application of the
21 provisions of one or more Sections of this Article. No grievance may be brought disputing an
22 administrator's or an advisory committee's evaluative judgment of a faculty member's merit.
23
24

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