

ARTICLE 23  
SALARIES

**[Since sections 23.1-23.10 are entirely new text, underlining has been omitted.]**

23.1 Policy.

(a) The Board and the UFF agree that a competitive salary is an important positive factor in the recruitment and retention of strong researchers and teachers, that the expectation of a salary increase as reward can be a powerful positive incentive for meritorious performance. Conversely, if a university does not have a consistent reward system, allows faculty salaries to fall below market levels, or allows salaries to be reduced in real terms by inflation, it risks losing the most outstanding members of its faculty and demoralizing those who remain. Therefore, faculty salaries should maintain pace with the cost of living, be increased to reward meritorious performance, and be competitive with those at peer and aspirational institutions.

(b) All merit based salary increases must be based on the duties assigned pursuant to Article 9 and the faculty evaluation criteria and procedures established by departments/units pursuant to Article 10.

(c) Sustained meritorious performance should be rewarded.

(d) The rewards for similar accomplishments should be consistent from year to year and from individual to individual within a classification/rank in the same discipline.

23.2 Promotion Increases. Promotion increases shall be granted, pursuant to Article 14, in the amount of twelve percent (12%) added to the base salary, in recognition of promotion to one of the ranks described below:

To Assistant Professor, Associate in \_\_\_\_\_, and Assistant University Librarian;  
To Associate Professor, Research Associate, Associate Curator, Associate  
Scholar/Scientist, Associate Engineer, and Associate University Librarian; or  
To Professor, Curator, Scholar/Scientist, Engineer, and University Librarian.

23.3 Other Salary Increases.

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

(1) Market Equity Adjustments, to bring faculty salaries at the Florida State University up to levels that are competitive with those at other top research universities, consistent with discipline, rank, experience, and merit, pursuant to Section 23.4.

(2) Merit Increases, to motivate and reward accomplishments, including  
a. Sustained Meritorious Performance merit increases, pursuant to Section 23.5.  
b. Exceptional Performance merit increases, pursuant to Section 23.6.

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1 (3) Cost-of-living adjustments (COLA), to prevent the salaries of faculty  
2 members with satisfactory performance from being reduced in real terms, pursuant to Section  
3 23.7.

4 (4) Adjustments for counteroffers, increased duties, or settlements, pursuant  
5 to Section 23.9.

6  
7 (b) Faculty base salaries shall only be modified as provided in this Article and for  
8 changes between 9- and 12-month appointments as provided in Article 8.3(a).

9  
10 23.4 Market Equity Adjustments. For the Academic Year 2004-2005, the Board shall provide  
11 an amount equal to 5% of the base salary rate of all faculty members in order to bring faculty  
12 salaries at the Florida State University up to levels that are competitive with those at other top  
13 research universities, taking into account discipline, rank, experience, and merit. Faculty  
14 members shall receive Market Equity Adjustments according to the following procedures (in  
15 chronological order):

16 (a) Establishment of National Average Salaries by Peer Group. On June 30, 2004,  
17 the Board shall divide the faculty into Peer Groups and establish a National Average Salary for  
18 each Peer Group, as follows:

19 (1) The faculty within each department/unit shall be divided into Peer Groups  
20 according to the following table:

21

<u>Code</u>	<u>Title</u>	<u>Survey Peer Group</u>
22 9001	Professor	Professor
23 9002	Associate Professor	Associate Professor
24 9003	Assistant Professor	Assistant Professor
25 9004	Instructor	Instructor
26 9005	Lecturer	Instructor
27 9006	Graduate Research Professor	Professor
28 9007	Distinguished Service Professor	Professor
29 9009	Eminent Scholar	Professor
30 9053	University Librarian	Librarian 4
31 9054	Associate University Librarian	Librarian 3
32 9055	Assistant University Librarian	Librarian 2
33 9056	Instructor Librarian	Librarian 1
34 9115	Coordinator	No Survey Data
35 9120	Associate in _____	No Survey Data
36 9121	Assistant in _____	No Survey Data
37 9126	Program Director	No Survey Data
38 9150	Curator	No Survey Data
39 9151	Associate Curator	No Survey Data
40 9152	Assistant Curator	No Survey Data
41 9153	Staff Physicist	No Survey Data
42 9160	Scholar/Scientist/Engineer	No Survey Data
43 9161	Associate Scholar/Scientist/Engineer	No Survey Data
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1	9162	Assistant Scholar/Scientist/Engineer	No Survey Data
2	9166	Research Associate	No Survey Data
3	9173	Counselor/Advisor	No Survey Data
4	9178	Instructional Specialist	No Survey Data
5	9334	Specialist, Computer Research	No Survey Data
6	9433	Specialist, Music	No Survey Data

Table 23.1. Peer Group Ranks

**[The UFF welcomes suggestions of additional salary surveys to reduce the number of classifications for which no survey data is available.]**

(2) For the Survey Peer Groups “Professor”, “Associate Professor”, “Assistant Professor”, and “Instructor”, the most recent Oklahoma State University (OSU) salary survey shall be used. In consultation with the faculty of each department/unit, the Board shall choose one discipline code, from among those for which the University reports data for the OSU survey, to apply to all the faculty of that department/unit. The *National Average Salary* for each Peer Group, within the department/unit, shall be the Research I average salary reported for the corresponding Peer Group Rank and discipline by the OSU salary survey.

(3) For the Survey Peer Groups “Librarian 1”, “Librarian 2”, “Librarian 3”, and “Librarian 4”, the most recent Association of Research Libraries (ARL) salary survey shall be used. The *National Average Salary* for each Peer Group shall be the average salary reported for the corresponding Peer Group by the ARL salary survey.

(4) For the classifications with the Survey Peer Group “No Survey Data” in Table 23.1, no Survey Peer Group is defined. Such faculty members shall be assigned to the nominal Peer Group “No Survey Data”, for which no National Average Salary is defined. Target salaries for the Peer Group “No Survey Data” shall be computed by extrapolation of the statistical data for all the Survey Peer Groups, as specified later in this Article.

(b) Department/Unit Market Equity Allocations.

(1) Calculation of Survey Peer Group Shortfalls.

a. To determine the *Local Average Salary* for each Survey Peer Group, within each department/unit, compute the average annual salary of the faculty members belonging to the Peer Group within the department/unit. For Peer Groups covered by the OSU salary survey, 9-month salaries shall be used; any 12-month salaries in the Peer Group shall be converted to 9-month equivalents by dividing by 1.22 before computing the average. For Peer Groups covered by the ARL survey, 12-month salaries shall be used.

b. To determine the *Market Shortfall* for each Survey Peer Group within a department/unit, if the Local Average Salary for the Survey Peer Group is below the corresponding National Average Salary, subtract the Local Average salary from the corresponding National Average Salary, and then multiply the difference by the number of faculty members in that Peer Group within that department/unit. If the Local

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1 Average Salary is higher than or equal to the National Average Salary then the Market  
2 Shortfall for the given Peer Group is defined as zero.

3 (2) Calculation of University Shortfalls.

4 a. To determine the *Survey-Based Shortfall* amount of the University,  
5 add up the Market Shortfall amounts of all the Survey Peer Groups, for all the departments/units  
6 within the University.

7 b. To determine the *Survey-Based Shortfall Ratio* of the University,  
8 divide the Survey-Based Shortfall amount by the sum of all the salaries of all the members for  
9 whom a Peer Group is defined.

10 c. To determine the “*No Survey Data*” *Market Shortfall* amount of  
11 the University, multiply the Survey-Based Shortfall Ratio of the University by the sum of all the  
12 salaries of all the faculty members belonging to “No Survey Data” peer groups within the  
13 University.

14 d. To determine the *Total Market Shortfall* amount of the University,  
15 add the “No Survey Data” Market Shortfall amount to the Survey-Based Shortfall amount of the  
16 University.

17 (3) Calculation of Department/Unit Rate Allocations.

18 a. To determine the *Available Market Equity Ratio* of the University  
19 divide the total amount of salary increase dollars provided in this Article for Market Equity  
20 Adjustments for the entire University by the Total Market Shortfall of the entire University.

21 b. To determine the *Market Equity Rate Allocation* amount of each  
22 Peer Group within each department/unit, multiply the Market Shortfall of the Peer Group in the  
23 department/unit by the Available Market Equity Ratio of the University.

24  
25 (c) Distribution of Department/Unit Allocations. The Market Equity Rate Allocation  
26 of each Peer Group within each department/unit shall be apportioned among the members of that  
27 Peer Group within that department/unit, and the “No Survey Data” Market Equity Rate  
28 Allocation of each department/unit shall be apportioned to the other faculty members of that  
29 department/unit, based on experience and the history of annual performance evaluations,  
30 according to the following procedures.

31 (1) Establishment of the Achievement Factor for Each Faculty Member. Each  
32 department/unit shall assign an Achievement Factor, reflective of historical merit, to each  
33 member of its faculty.

34 a. The Achievement Factor shall take into consideration performance  
35 over a period of no less than three years, and shall be based on the faculty member’s annual  
36 evaluations over the period considered.

37 b. The exact number of years considered and the method by which  
38 Achievement Factors are computed from the history of annual evaluations shall be addressed by  
39 the faculty evaluation criteria and procedures of each department/unit, which the faculty of the  
40 department/unit shall develop pursuant to Article 10.

41 c. If the faculty evaluation criteria and procedures of a  
42 department/unit do not specify otherwise, the number of years considered shall be the number of  
43 years the faculty member has served as a faculty member at this or a similar university, or ten  
44 (10) years, whichever is less.

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1                   d.       The Achievement Factor shall be computed from the history of  
2 annual evaluations as follows, depending on the form of annual evaluation data that has  
3 historically been recorded for that department:

4                   1.       Merit Rating Conversion. The traditional form of annual  
5 merit rating for each faculty member in the department/unit shall be converted uniformly to an  
6 average Merit Rating for the years under review, based on annual evaluation data and  
7 consideration of the faculty member’s assignments. The average Merit Rating shall be expressed  
8 as a whole number on a numerical scale of whole numbers, where the lowest number is 1 and  
9 highest number corresponds to the highest ranking. The rating scale shall not contain more  
10 numbers, but may contain fewer numbers, than the number of members in the department/unit.

11                   2.       Calculation of Achievement Factor. To determine the  
12 *Achievement Factor* for each faculty member, divide the Merit Rating for the faculty member by  
13 the average of the Merit Ratings in the entire department/unit, and round to two decimal places.  
14 If the quotient so obtained is between 0.66 and 1.5 that quotient shall be the Achievement Factor.  
15 If the quotient is less than 0.66 the Achievement Factor shall be 0.66. If the quotient is greater  
16 than 1.5 the Achievement Factor shall be 1.5.

17                   e.       Every faculty member shall be afforded an opportunity to discuss  
18 his or her Achievement Factor, and the method by which it was assigned, with the person or  
19 committee that assigned it, prior to the final determination of the faculty member’s Market  
20 Equity Adjustment.

21                   (2)      Computation of Salary Gaps. The Salary Gap for each faculty member  
22 shall be computed as follows:

23                   a.       To determine the *Years in Rank* for each faculty member in each  
24 Peer Group, subtract the year that individual first attained the Peer Group rank from the current  
25 year.

26                   b.       To determine the *Average Years in Rank* for each *Peer Group*  
27 *Rank*, compute the average of the Years in Rank of all the faculty members in the University  
28 whose position classification on June 30 of the current year corresponds to the given Peer Group  
29 Rank according to column three of Table 23.1.

30                   c.       To determine the *Target Salary* of each faculty member within a  
31 Survey Peer Group:

32                   1.       Subtract the Average Years in Rank for the corresponding  
33 Peer Group Rank from the Years in Rank of the faculty member.

34                   2.       Multiply the difference obtained in the previous step by  
35 \$500.

36                   3.       Add the product obtained in the previous statement to the  
37 National Average Salary for the corresponding Peer Group within the department/unit.

38                   4.       Multiply the sum obtained in the previous step by the  
39 Achievement Factor of the faculty member.

40                   d.       To determine the *Target Salary* of each faculty member in the “No  
41 Survey Data” Peer Group, multiply the current salary of the faculty member by the Survey-  
42 Based Shortfall Ratio of the University, and then multiply the product so obtained by the  
43 Achievement Factor of the faculty member.

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1 e. To determine the *Salary Gap* of each faculty member, subtract the  
2 current 9-month salary of the faculty member from the Target Salary, if the Target Salary is  
3 higher than the current 9-month salary. Otherwise, if the current 9-month salary is higher than  
4 the Target Salary, the Salary Gap is defined to be zero.

5 (3) Computation of Market Equity Adjustments. The amount of the Market  
6 Equity Adjustment of each faculty member within a department/unit shall be a share of the  
7 corresponding Market Equity Rate allocation of the department/unit mathematically proportional  
8 to the Salary Gap of the faculty member, computed as follows:

9 a. To determine the *Group Salary Gap*, compute the sum of the  
10 Salary Gaps of all the members of the corresponding Peer Group within the department/unit.

11 b. To determine the *Share* ratio, divide the Salary Gap of the faculty  
12 member by the corresponding Group Salary Gap.

13 c. To determine the *Market Equity Adjustment*, multiply the Share  
14 ratio by the corresponding Market Equity Rate Allocation.

15  
16 (d) The implementation of the above procedures shall be the subject of consultation  
17 between the UFF and the University President or representatives.

18  
19 23.5 Sustained Meritorious Performance Increases. Each year, the Board shall provide  
20 sufficient funds to award to one third (1/3) of the faculty a Sustained Meritorious  
21 Performance salary increase in the amount of six percent (6%) of each recipient's base  
22 salary after any Cost of Living increase pursuant to Section 23.7. The Board shall provide  
23 such salary increases to those faculty members who are evaluated as having performed  
24 meritoriously over a period of at least three years, based on criteria developed by their  
25 department and approved by their Dean, subject to the procedures set forth in this Article.

26 (a) Eligibility. The faculty members who are eligible for a Sustained Meritorious  
27 Performance increase shall be those faculty members who will satisfy the following requirements  
28 on the effective date of the Sustained Meritorious Performance increase:

29 (1) Have served at least three years at the University.

30 (2) Have not received a promotion increase within the past three years.

31 (3) Have not received a Sustained Meritorious Performance Increase within  
32 the past three years.

33  
34 (b) Order of Consideration. In each department/unit, the eligible faculty shall be  
35 divided into three groups of approximately equal size for consideration in the first through third  
36 years of this Agreement. The method by which the faculty are divided into groups shall be  
37 developed by the faculty of the department/unit and approved by a majority of the faculty in a  
38 secret ballot vote.

39 (1) In the first year the first group shall be considered.

40 (2) In the second year the second group, together with those faculty members  
41 evaluated as "deferred" in the first year, as described in Section 23.10, shall be considered.

42 (3) In the third and subsequent years all eligible faculty members shall be  
43 considered.

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1 (c) Selection. Each faculty member to be considered each year shall be evaluated and  
2 assigned a Merit Rating, of "exceptionally meritorious", "meritorious", or "deferred", according  
3 to the criteria and procedures specified in 23.10 Merit Rating Procedures. Each faculty  
4 member who receives a merit rating of "exceptionally meritorious" or "meritorious"  
5 shall receive a Sustained Meritorious Performance Increase.  
6

7 23.6 Exceptional Performance Increases. Each year, the Board shall provide an amount equal  
8 to at least four tenths of one percent (0.4%) of the base salary rate of all faculty members in  
9 additional salary increases for Exceptional Performance to faculty members who are evaluated  
10 as having performed exceptionally meritoriously over a period of at least three years, subject to  
11 the procedures set forth in this Article. The amount of such each such salary increase shall be six  
12 percent (6%) of the recipient's base salary after any Cost of Living increase pursuant to Section  
13 23.7.

14 (a) Eligibility.

15 (1) The faculty members who are normally eligible to apply for an  
16 Exceptional Performance increase are those who:

- 17 a. have been evaluated as "exceptionally meritorious" by their  
18 departments according to the procedures specified in Section 23.10 in the current year, and  
19 b. have not received an Exceptional Performance salary increase  
20 within the past three years.

21 (2) A faculty member who has been evaluated as "exceptionally meritorious"  
22 and submits an application to the Dean for a salary increase for Exceptional Performance, but is  
23 not awarded a raise because there are insufficient funds that year, shall remain eligible to apply  
24 together with faculty members who are rated "exceptionally meritorious" the following year.  
25

26 (b) Application. A faculty member who is evaluated by her or his department/unit  
27 as "exceptionally meritorious" and wishes to apply for an additional salary increase for  
28 Exceptional Performance shall submit to the Dean, within 15 days of notification, a dossier  
29 of no more than three pages (no more than one page of which can be argumentation),  
30 accompanied by the relevant Evidence of Performance reports and a letter of  
31 recommendation from the chairperson specifying how the faculty member has performed in a  
32 fashion "clearly and obviously superior" to the other eligible faculty in the same  
33 classification/rank in the department.

34 (1) A Dean may specify additional requirements as to the form of  
35 applications.

36 (2) A Dean may limit the number of applications from each department/unit  
37 in a college, based amount of available funds, provided this is done in a way that is equitable  
38 among the departments/units in the college.  
39

40 (c) Review. The Dean shall review the applications and shall, within thirty (30) days  
41 but no later than June 30, either approve or deny an additional salary increase for Exceptional  
42 Performance, as available funds permit. If a decision has not been rendered in writing by June  
43 30, the faculty member's application for an Exceptional Performance salary increase shall be  
44 considered approved.

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2 23.7 Cost-of-Living Adjustment. Each year, after any promotion increase and prior to  
3 determining all other salary increases, the base salary of each faculty member shall be  
4 raised by a percentage equal to the Social Security cost-of-living adjustment (COLA) for  
5 the preceding January, according to the Social Security Act. The COLA is computed as  
6 the increase in the average Consumer Price Index for Wage Earners and Clerical  
7 Workers (CPI-W) from the third quarter of one year to the third quarter of the next. The  
8 COLA for January 2004 is two and one tenth percent (2.1%).  
9

10 23.8 Awards. The Board may award stipends in supplement of base salary and one-time  
11 salary bonuses.

12 (a) Such awards may be funded through the FSU Foundation, the FSU Research  
13 Foundation, and SRAD funds; they may not be funded by State appropriations or tuition.  
14

15 (b) Each year, at the time that the Board reports salary increases pursuant to Section  
16 23.12, the Board shall provide the UFF with a complete list, in a mutually agreeable electronic  
17 format, of all awards made under this subsection during the previous twelve (12) month period.  
18 For each such increase the list shall provide the name and classification/rank of the individual  
19 receiving the award, the nature of the award (stipend or one-time bonus), the name of the award,  
20 and the amount of the award.  
21

22 (c) Each year, at the same time as the Board provides the list described in (b) above,  
23 the Board shall provide the UFF with copies of the selection criteria and procedures for all  
24 awards named in said list.  
25

26 23.9 Counteroffers, Increased Duties, or Dispute Settlements.

27 (a) The Board may provide faculty with salary increases beyond the increases  
28 specified above for verified counteroffers, increased duties and responsibilities, and for  
29 settlement of disputes, provided that:

30 (1) those increases do not come from the funds allocated for other salary  
31 increases described in this Article;

32 (2) the total funds expended for these purposes in any year are less than on  
33 tenth of on percent (0.1%) of the salary rate of all faculty.  
34

35 (b) Prior to the implementation of this Agreement, a copy of procedures used for  
36 distributing increases under this section shall be provided to the UFF and the UFF shall have any  
37 opportunity to discuss the procedures in consultation with the University President or  
38 representative.  
39

40 (c) Each year, at the time that the Board reports salary increases pursuant to Section  
41 23.12, the Board shall provide the UFF with a complete list, in a mutually agreeable electronic  
42 format, of all salary increases made under this subsection during the previous twelve (12) month  
43 period. For each such increase the list shall provide the name and classification/rank of the  
44 individual receiving the increase, the reason for the increase, and the amount of the increase.

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1  
2 (d) Upon request, Board shall provide copies of supporting documentation, such as  
3 copies of offer letters that led to counteroffers, for specific salary increases identified by the UFF  
4 from the list described in (c) above.  
5

6 23.10 Merit Rating Procedures. Normally, approximately one third of the faculty of  
7 each department/unit will be evaluated for the assignment of a Merit Rating in each year.

8 (a) Rating Procedures. Each spring the department shall assign a Merit Rating to  
9 each member in the group to be considered for a Sustained Meritorious Performance increase in  
10 that year pursuant to Section 23.5.

11 (1) The rating shall be one of the three possible values: (1) “deferred” (not  
12 qualifying); (2) “meritorious” (qualifying); or (3) “exceptionally meritorious”.

13 (2) The rating of each faculty member shall be based on the annual  
14 evaluations and Evidence of Performance of the faculty member since the later of:

- 15 1. the date the individual was first employed as a faculty  
16 member by the University;  
17 2. the date of the last salary increase for promotion;  
18 3. the date of the last Sustained Meritorious Performance  
19 salary increase.

20 (3) Procedures for the assignment of Merit Ratings shall be specified in the  
21 faculty evaluation criteria and procedures developed by each department/unit pursuant to Article  
22 10.  
23

24 (b) Criteria. Criteria for each of the three possible Merit Ratings shall be included in  
25 the faculty evaluation criteria and procedures developed by each department/unit pursuant to  
26 Article 10. The assignment of ratings shall be consistent with the following:

- 27 (1) Deferred.  
28 a. An evaluation rating of “deferred” shall be given only to those  
29 faculty whose performance over the preceding three years is judged not to have met the  
30 department’s minimum criteria for demonstrating tangible merit.  
31 b. No department shall be required to designate any faculty as  
32 “deferred,” if all its faculty are meritorious.  
33 c. The achievements required of a faculty member who was rated  
34 “deferred” in one year and is being reevaluated the next year shall not be more stringent than  
35 those required of other faculty members.

36 (2) Meritorious. The criteria for a Merit Rating of “meritorious”, which are  
37 the criteria for qualifying for a Sustained Meritorious Performance salary increase, shall be  
38 defined as performing assigned duties in a manner that demonstrates continuing tangible merit  
39 over the interval since the last promotion or Sustained Meritorious Performance salary increase.

40 a. Written criteria specifying the minimum performance level  
41 required in order to qualify for a “meritorious” Merit Rating shall be included in the faculty  
42 evaluation criteria and procedures developed by each department/unit pursuant to Article 10.  
43 This minimum required performance standard shall be independent of the performance of other  
44 members of the faculty of the same department/unit.

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1                   b.       For classifications/ranks that are eligible for promotion, the criteria  
2 for a “meritorious” Merit Rating should be sufficient that the individual could be expected to  
3 qualify for promotion if the performance is repeated over the next three years. For  
4 classifications/ranks that are not eligible for promotion, the criteria should represent sustained  
5 meritorious performance at the level required to achieve the current classification/rank, for at  
6 least three years.

7                   c.       Considering the generally high quality of FSU faculty, the Board  
8 and the UFF expect that each year nearly all eligible faculty may demonstrate the performance  
9 over the previous three years necessary to qualify for a “meritorious” rating. Department/unit  
10 criteria for Merit Ratings shall be consistent with this expectation.

11  
12                   (3)       Exceptionally Meritorious. The criteria for a rating of “exceptionally  
13 meritorious”, which are the criteria for nomination for an Exceptional Performance salary  
14 increase, shall require an exceptional degree of tangible merit, well beyond the minimum  
15 meritorious performance necessary in the classification/rank to earn the rating of “meritorious”.

16                   a.       An evaluation rating of “exceptionally meritorious” shall be  
17 awarded only to those faculty, if any, in each rank in each department/unit whose performance  
18 over the preceding three years is judged to be clearly and obviously superior, by a significant  
19 degree, to the performance of the rest of the eligible faculty in their classification/rank in the  
20 department/unit.

21                   b.       Ratings of “exceptionally meritorious” should normally be limited  
22 to no more than the top-rated ten to twenty-five percent (10–25%) of eligible faculty in each  
23 classification/rank in each college. No department/unit shall be permitted to evaluate as  
24 “exceptionally meritorious” more than twenty-five percent (25%) of the department’s eligible  
25 faculty in any year.

26                   c.       The administrator or committee responsible for assigning the  
27 rating “exceptionally meritorious” to a faculty member shall provide a letter of  
28 nomination citing the specific evidence of exceptional performance on which the rating  
29 is based, and explaining how this performance is superior to the performance of the rest  
30 of the eligible faculty of the department/unit.

31  
32                   (c)       Reporting. Faculty members shall be notified, in writing, of their Merit  
33 Ratings at the time they discuss and sign their Annual Evaluation Summary, pursuant to  
34 Article 10. If the rating is “deferred” the department/unit administrator shall specify in  
35 writing what the faculty member needs to do, in addition to the faculty member’s current  
36 achievements, in order to qualify for a rating of “meritorious”.

37  
38                   (d)       Appeals. If the rating is “deferred”, the faculty member may appeal to the  
39 appropriate Dean. The appeal shall be submitted to the Dean within fifteen (15) days after  
40 notification, and shall consist of a dossier of no more than three pages (no more than one page of  
41 which can be argumentation), accompanied by their relevant Evidence of Performance, a copy of  
42 the department’s criteria, and a letter of explanation from the chairperson.

43                   (1)       The faculty member must be promptly provided, upon request, with  
44 any available data or comparisons reasonably necessary to make a successful appeal.

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1           (2) The Dean shall review the cases of those faculty who were evaluated as  
2 “deferred” and, within thirty (30) days but in no case later than June 30, shall either approve or  
3 deny their appeals to be rated “meritorious”. If a decision has not been rendered in writing by  
4 June 30, the appeal of the rating shall be considered approved, and the faculty member’s rating  
5 shall be changed to “meritorious”.

6  
7           (e) A review of the implementation of this section of the Agreement shall be the  
8 subject of a consultation pursuant to Article 2.2 of the Agreement.

9  
10 ~~23.5~~ 23.11 Report to Faculty Members. All faculty members shall receive notice of their  
11 salary increase on the Appendix “G” form not later than two weeks prior to implementation of  
12 the salary increases described in this article. Upon request, a faculty member shall have the  
13 opportunity to consult with the person or committee which makes the initial recommendation for  
14 salary increases.

15  
16 23.12 Report to the UFF.

17           (a) No later than thirty (30) days after the pay period in which annual salary increases  
18 are reflected, the Board shall report to the UFF in a mutually agreed electronic format a list of all  
19 faculty salary increases.

20  
21           (b) The report shall be formatted in easily readable columns and shall contain:  
22           (1) the name of each faculty member;  
23           (2) the name of the department/unit;  
24           (3) the rank of the faculty member;  
25           (4) the date of promotion or appointment of the faculty member to the rank;  
26           (2) the faculty member’s previous year’s salary rate;  
27           (3) the amount of the rate increase received in each salary increase category,  
28 including a promotion increase pursuant to Article 14, and any counteroffer increases made  
29 during the previous twelve (12) months pursuant to Section 23.9;  
30           (4) the faculty member’s new salary rate;  
31           (5) any other data needed to interpret the above data, such as the number of  
32 weeks in the appointment and the percent FTE.

33  
34           ~~(e) The list shall also contain entries, similar to those for individual faculty members,~~  
35 ~~for the mean and median data for each department, each school and college, and the entire~~  
36 ~~University.~~

37  
38           (e d) A printed copy of each department’s portion of the report shall be placed on file  
39 in the department, available upon request to any faculty member of the department, as well as in  
40 the main library, along with the documents prescribed in Article 7. The report shall also be  
41 posted on a password-protected portion of the university website. The department chairperson  
42 shall make the password available to department faculty.

43  
Approved: \_\_\_\_\_  
For the Florida State University  
Board of Trustees

Approved: \_\_\_\_\_  
For the United Faculty of Florida

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1 ~~23.6~~ 23.13 Eligibility for Annual Salary Increases. (a) All faculty members ~~whose most~~  
2 ~~recent annual evaluation is at least satisfactory and~~ who are in pay status on June 30 of the year  
3 in which the increase is to be granted ~~May 1, 2001~~, or before, are eligible for the increases  
4 described in Section 23.1 and 23.3 this article, subject to the additional eligibility requirements  
5 of specific types of raises stated elsewhere in this article, except that faculty members who have  
6 been issued a notice of nonreappointment pursuant to Section 12.2 are not eligible for such  
7 increases. “Satisfactory” with respect to annual evaluations is when a majority of the  
8 employee’s assigned duties are evaluated as “satisfactory.”  
9

10 (b) ~~Administrative and Professional pay plan employees who are in pay status on~~  
11 ~~May 1, 2001 or before, are eligible for the increases described in Section 23.2, except that~~  
12 ~~employees who have been issued a notice of nonreappointment pursuant to Section 12.2 are~~  
13 ~~not eligible for such increases.~~  
14

15 ~~23.7~~ 23.14 Effective Dates for Salary Increases. Salary increases ~~in Section 23.1 for Faculty~~  
16 ~~pay plan employees, Section 23.2 for Administrative and Professional pay plan employees, and~~  
17 ~~Section 23.3 for DRS employees~~ shall be effective on the date of the faculty member’s ~~2001–~~  
18 ~~2002~~ 2004–2005 contract, but no later than ~~January 1, 2002~~ August 8, 2004. ~~Salary monies in~~  
19 ~~Section 23.4 for faculty pay plan employees shall be effective retroactive to the beginning of the~~  
20 ~~employee’s 2001–2002 contract.~~  
21

22 ~~23.8~~ 23.15 Contract and Grant-Funded Increases.

23 (a) Faculty members on contracts or grants shall receive salary increases equivalent  
24 to similar faculty members on regular funding, provided that such salary increases are permitted  
25 by the terms of the contract or grant and adequate funds are available for this purpose in the  
26 contract or grant.  
27

28 (b) In the event such salary increases are not permitted by the terms of the contract or  
29 grant, or in the event adequate funds are not provided, the University President or representative  
30 shall seek to have the contract or grant modified to permit such increases.  
31

32 (b) ~~Nothing contained herein shall prevent employees~~ faculty ~~whose salaries are~~  
33 ~~funded by grant agencies from being allotted raises higher than those provided in this~~  
34 ~~Agreement.~~  
35

36 ~~23.10~~ 23.16 Grievability. Unless provided for otherwise in this Article, the only issues to be  
37 addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether  
38 there is unlawful discrimination under Article 6, or whether there is ~~an arbitrary and capricious~~  
39 incorrect application of the provisions of one or more Sections of this Article.  
40

41 ~~23.12~~ 23.17 Type of Payment for Assigned Duties.

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

Approved: \_\_\_\_\_  
For the Florida State University  
Board of Trustees

Approved: \_\_\_\_\_  
For the United Faculty of Florida

Date: \_\_\_\_\_

Date: \_\_\_\_\_

1  
2 (b) Duties and responsibilities assigned by the university to a faculty member that  
3 ~~which~~ are in addition to the available established FTE for the position shall be compensated  
4 through OPS, not Salary.  
5

6 23.18 Payment Schedule.

7 All faculty members on 9-month appointments shall have the option of receiving their 9-month  
8 salary in biweekly payments over either a 9 month or a 12 month period.

Approved: \_\_\_\_\_  
For the Florida State University  
Board of Trustees

Approved: \_\_\_\_\_  
For the United Faculty of Florida

Date: \_\_\_\_\_

Date: \_\_\_\_\_