

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.

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.

(b) For fiscal year 2008-2009 promotion increases ~~will be~~ 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.

(b) For fiscal year 2009-2010 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

1 recognition of promotion to one of the ranks of Professor, Curator,
2 Scholar/Scientist/Engineer, Research Associate or University Librarian.

3
4 23.4 Merit Salary Increases.

5 Not applicable.

6
7 23.5 Market Equity.

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

19 ~~Not applicable.~~

20
21 23.6 Awards.

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

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

36 collective bargaining.

37
38 (b) At the end of each academic year, the Board shall provide the UFF with a
39 complete list, in a mutually agreeable electronic format, of all awards made under this
40 section during the previous twelve (12) month period. For each such increase, the list shall
41 provide the name and classification/rank of the individual receiving the award, the nature
42 of the award (stipend or one-time bonus), the name of the award, and the amount of the
43 award.

44

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 as follows:

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

37
38 (b) For full-time faculty members whose position classification and discipline is
39 not covered by salary studies mentioned above, the starting salary for nine or twelve-
40 month employees shall be not less than \$40,000 and not greater than \$44,000 (unless
41 approved as an exception according to (c) below). The amount shall be prorated for less
42 than full-time appointments.

43
44 (c) Exceptions to (a) and (b) above shall be subject to approval by an appropriate
45 elected faculty committee of the department/unit into which the faculty member is hired
46 and by the UFF-FSU Chapter Executive Council. The appropriate elected faculty

1 committee would normally be the search committee or the faculty evaluation committee of
2 the department/unit.

4 23.9 Administrative Discretionary Increases.

5
6 —For 2009-2010, with the exception of the three individuals' salary increases
7 implemented between the expiration date of the 2008-2009 Collective Bargaining
8 Agreement and September 1, 2009, there shall be no administrative discretionary increases.

9
10 ~~(a) For fiscal year 2008-2009, the University may provide salary increases beyond the~~
11 ~~increases specified above under this section not to exceed one percent (1%) of the total~~
12 ~~salary rate of faculty members who are in an employment relationship with the University~~
13 ~~on the first day of May immediately preceding the beginning of the fiscal year for the~~
14 ~~following cases:~~

15 ~~—(1) Counter offers made in response to verified written offers from comparable or~~
16 ~~aspirational educational and research institutions.~~

17 ~~—(2) Endowed/named chairs.~~

18 ~~—(3) Extraordinary accomplishments recognized by the national or international~~
19 ~~academic or professional community or recognition internal to the University, that are~~
20 ~~substantially beyond the minimum performance criteria for the top departmental merit~~
21 ~~category as approved by the faculty according to 10.4(b).~~

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

28 ~~—(5) Increased duties and responsibilities. A salary increase may be awarded~~
29 ~~to a faculty member for a substantial increase in duties or responsibilities, such as service~~
30 ~~as a department chair or an analogous responsibility.~~

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

35
36 ~~—(b) Within thirty (30) days after the effective date, or as soon as practicable, the~~
37 ~~University shall provide to the UFF a written notification of each Administrative~~
38 ~~Discretionary Increase. The notification shall state the name of the faculty member, the~~
39 ~~rank and discipline of the faculty member, the amount of the increase and the reason for~~
40 ~~the increase. The report shall include the following supporting evidence:~~

41 ~~—(1) For counter offers, a copy of the verified written offer.~~

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

44 ~~—(3) For extraordinary accomplishments, an explanation of how the~~
45 ~~accomplishments exceed the minimum criteria for the top merit category of the~~
46 ~~department/unit.~~

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

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

~~———— (e) Any court ordered or court approved salary increase or any salary increase to settle a legitimate broad based employment dispute shall not be subject to the terms and limitations of this section.~~

~~———— (d) With the exception of section 23.9(a)(6), the discretion to grant all other salary increases authorized by this section shall cease on June 30, 2009, and shall not survive such expiration as part of the status quo.~~

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

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

23.11 Report to the UFF.

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

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

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

(c) A printed copy of each department’s portion of the report shall be placed on file in the department, available upon request to any faculty member of the department, as well as in the main library, along with the documents prescribed in Article 7.

23.12 Contract and Grant-Funded Increases.

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

1
2 (b) Nothing contained herein shall prevent faculty members whose salaries are
3 funded by grant agencies from being allotted raises higher than those provided to other
4 faculty members under this Agreement, subject to the approval of the University President
5 or his designee.

6
7 ~~23.13 — Grievability. Unless provided for otherwise in this Article, the only issues to be~~
8 ~~addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are~~
9 ~~whether there is unlawful discrimination under Article 6, or whether there is incorrect~~
10 ~~application of the provisions of one or more sections of this Article. No grievance may be~~
11 ~~brought disputing an administrator's or an advisory committee's evaluative judgment of a~~
12 ~~faculty member's merit.~~

13
14 23.14 Any waiver of some or all of the right to bargain over the salaries or other
15 compensation of bargaining unit employees contained in this Article, ~~excluding~~
16 ~~administrative discretionary increases given pursuant to Section 23.9(a)(6) including the~~
17 ~~discretion to determine starting salaries within the ranges specified in 23.8~~, shall expire on
18 June 30, ~~2009~~2010— ~~and shall not survive the expiration of this agreement as part of the~~
19 ~~status quo.~~
20