

ARTICLE 12
SALARIES

12.1 Policy. The parties of this Agreement recognize the importance of providing appropriate compensation as an essential component in the delivery of quality higher education programs and quality scholarship that is recognized nationally and internationally.

12.2 Annual Salary Increases.

~~(a) Salary increase amounts~~

~~(1) For individuals who began to work at the University on or before September 30, 2018: 8.5%~~

~~(2) For individuals who began to work at the University on or before September 30, 2019 but after September 30, 2018: 6.5%~~

~~(3) For individuals who began to work at the University on or before September 30, 2020 but after September 30, 2019: 4.0%~~

(a) For each of the review periods of 2019-2020 and 2020-2021 in which an evaluation was received, the employee will receive the salary raise listed in the table below:

<u>Evaluation Rating</u>	<u>Increase</u>
<u>Unsatisfactory</u>	<u>0.00%</u>
<u>Needs Improvement</u>	<u>0.00%</u>
<u>Meets Expectation</u>	<u>1.95%</u>
<u>Exceeds Expectations</u>	<u>2.17%</u>
<u>Exemplary</u>	<u>2.37%</u>

(b) The salary increases described in the table above are cumulative for the review periods of 2019-2020 and 2020-2021 and will be calculated in an additive manner.¹

~~(b)(c) The salary increases as described will be effective on July 1, 2021. If upon ratification of this agreement is not ratified until after July 1, 2021, employees will~~

¹ For example, an employee that received “Meets Expectations” in 2019-2020 and “Meets Expectations” in 2020-2021 will receive a total salary increase of 3.9%. If an employee only received an evaluation rating in 2020-21, their salary increase will be limited to the value listed in the table above.

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~~receive a lump sum payment of increases that had not yet been paid.~~

~~(e) Annual salary increases for 2022-2023 and 2023-2024 are to be determined and may be reopened for negotiation annually. Annual salary increases for 2022-2023 and 2023-2024 will be negotiated.~~

~~12.3 Merit Bonuses~~

~~(a)(d) The following tables describe the implementation of merit bonuses in the 2021-2022 Fiscal Year with the qualifications based on evaluation ratings described below. The merit bonuses will be determined by an employee's evaluation ratings in FY 2019-2020 and FY 2020-2021. For example, if an employee received a "Needs improvement" rating for FY 2019-2020 and a "Meets expectation" rating for FY 2020-2021, they will receive a merit bonus of 1.5%. If an employee does not have an evaluation for FY 2019-2020, they will receive only one merit bonus. For example, if they do not have a FY 2019-2020 rating and a "Exceeds expectation" for FY 2020-2021, they will receive a merit bonus of 2%.~~

~~(1)~~

Rating	Increase
Unsatisfactory	0%
Needs improvement	0%
Meets expectation	1.5%
Exceeds Expectation	2%
Exemplary	2.5%

~~(b) The merit bonuses described in the above tables will be paid as soon as practicable after this agreement is ratified.~~

~~12.4 One Time Compensation for Lost Purchasing Power~~

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1 ~~(a) For faculty who joined the University on or before September 30, 2018: 4.5% of~~
2 ~~current base salary.~~

3 ~~(b) For faculty who joined the University on or before September 30, 2019 but after~~
4 ~~September 30, 2018: 3.5% of current base salary.~~

5 ~~12.5~~12.3 **Other Increases (OI).** The University BOT may provide annual OIs up to one
6 percent (1.0%) of the total salary rate of the bargaining-unit.

7 (a) OIs may be granted at any time at any time in the following circumstances:

8 (1) In response to verified written offers of outside employment;

9 (2) As recognition for special achievements and/or exceptional merit, including,
10 but not limited to, awards from national or international
11 academic/professional community or funding agencies;

12 (3) To address compression and inversion;

13 (4) For equity and market equity considerations;

14 (b) No other OIs shall be provided unless negotiated with UFF and ratified by both
15 parties.

16 (c) The University shall notify the UFF annually of OI. In this notification, the
17 ~~u~~University will specify which applicable circumstance(s) from 12.3-(a) (1)-(4)
18 justified the increase. ~~If a circumstance is 12.3 (a) (2), the university will specify~~
19 ~~the special achievement and/or exceptional merit.~~

20 ~~12.6~~12.4 **University Awards.**

21 (a) The University may provide a competitive annual Employee awards program to
22 acknowledge and celebrate the efforts of Employees for their contribution in
23 making the University a world-class leader in science, technology, engineering and
24 math (STEM) education.

25 (b) Awards that have a monetary component must be awarded as the result of a
26 competitive process open to all Employees covered by this contract. The process
27 and criteria for the award must be clearly defined and shared with all eligible
28 Employees.

29 (c) The total pool for competitive awards for bargaining unit members will not exceed
30 \$5,000.

31 ~~12.7~~12.5 **Promotion Increases.**

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(a) A bargaining-unit member who receives a promotion utilizing the promotion procedures in this collective bargaining agreement shall receive the base-salary increase shown below, effective August 15 following the academic year in which the successful review takes place.

(1) A professor or instructor who is promoted will receive a base salary increase of ~~9~~10% or an increase to a minimum of ~~90~~85% of median target salary; (for Associate Professors) or 82% (for Professors), whichever is greater.

(2) An Assistant Librarian or Wellness Counselor who is promoted will receive a base salary increase of 9%.

(b) Median target salary noted in ~~the above table~~12.5(a) is the median salary provided by College and University Professional Association (CUPA) for the rank and field for the individual using the following target universities, when they participate in the salary survey, as comparators:

(1) List 1 (Preferred Group used whenever possible): Alfred University, Kettering University, Rose-Hulman Institute of Technology, South Dakota School of Mines, University of Alaska Southeast, University of Central Florida, University of South Florida, Clarkson University, Colorado School of Mines, Franklin W. Olin College of Engineering, Illinois Institute of Technology, Oregon Institute of Technology, Rochester Institute of Technology.

(2) List 2 (Alternative list used when there is insufficient data in List 1): this will include all List 1 schools plus Bucknell University, California Polytechnic University – San Luis Obispo, California State Polytechnic University – Pomona, California State University – Los Angeles, Embry Riddle Aeronautical University – Prescott campus, Florida Institute of Technology, Gonzaga, Harvey Mudd, Lafayette, Loyola Marymount University Milwaukee School of Engineering, New Mexico Institute of Mining and Technology, Oregon Institute of Technology, Rowan University, San Jose State University, Stevens Institute of Technology, University of Alaska Southeast, University of San Diego, Valparaiso University.

(3) If List 2 does not provide sufficient data, the University will use all institutions that report to CUPA.

(c) Instructor Salary data is not of high quality in CUPA and the median value will be by relevant field and set at 88% of the corresponding Assistant Professor Salary.

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1 ~~(b)~~(d) The median target salary will be updated at least annually.

2 ~~12.8~~12.6 **Legislatively Mandated Increases.** Any additional legislatively mandated
3 increases shall be implemented following the corresponding law and do not conflict with
4 this agreement.

5 ~~12.9~~12.7 **Salary floors.**

6 (a) The salary floors for all bargaining-unit members will be:

- 7 (1) 90% for the instructor rank,
- 8 (2) 87% for the Assistant Professor Rank,
- 9 (3) 85% for the Associate Professor Rank, and
- 10 (4) 82% for the Professor Rank

11 ~~(a)~~ of the median salary (parity level) for comparable roles and comparable
12 ranks in the target salary for peer institutions (see 12.5-(b)). The median salary will
13 be updated at least annually.

14 (b) Upon request, the university will provide UFF with a report that includes the salary
15 floors determined for the previous academic year according to the process laid out
16 in 12.5-(b) and 12.7-(a) for each position within the bargaining unit and filled by an
17 in-unit employee.

18 ~~12.10~~12.8 **Starting Salary.** All bargaining-unit positions will be hired at a starting salary
19 commensurate with their experience. It is expected that those salaries will typically be
20 within 15% of employees within that unit at a similar rank and/or experience level. In
21 exceptional cases, bargaining-unit positions may be hired at a salary above that range
22 contingent on extraordinary experience and extramural funding.

23 ~~12.11~~12.9 **Grievability.** The only issues to be addressed in a grievance filed pursuant to this
24 Agreement (Article 11) alleging violation of this Article are whether there is unlawful
25 discrimination pursuant to state or federal law, or whether there is an arbitrary and
26 capricious application of the provisions of one or more sections of this Article.

27 ~~12.12~~12.10 **Increases Contingent on Receipt of New Recurring/Non-Recurring Funds.**
28 Unless the University chooses to fund the increases, and in the event the University does
29 not receive sufficient new legislative or performance funding to fund the salary increases,
30 they shall become void and re-opened for negotiations by the parties.

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