

**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) 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>
Unsatisfactory	0.00%
Needs Improvement	0.00%
Meets Expectation	1.95%
Exceeds Expectations	2.17%
Exemplary	2.37%

(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.<sup>1</sup>

~~(c)~~ The salary increases as described will be effective ~~on July 1, 2021~~, upon ratification of this agreement and will be implemented by, or retroactive to, the pay period that begins Monday, August 16, 2021.

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

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

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

<sup>1</sup> 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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For the University

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For the UFF

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Chief Negotiator

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Myles Kim  
Chief Negotiator

Date \_\_\_\_\_

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- 1           (1) In response to verified written offers of outside employment;
- 2           (2) As recognition for special achievements and/or exceptional merit, including,
- 3           but not limited to, awards from national or international
- 4           academic/professional community or funding agencies;
- 5           (3) To address compression and inversion;
- 6           (4) For equity and market equity considerations;
- 7       (b) No other OIs shall be provided unless negotiated with UFF and ratified by both
- 8       parties.
- 9       (c) The University shall notify the UFF annually of OI. In this notification, the
- 10       University will specify which applicable circumstance(s) from 12.3(a) (1)-(4)
- 11       justified the increase.

12 **12.4 University Awards.**

- 13       (a) The University may provide a competitive annual Employee awards program to
- 14       acknowledge and celebrate the efforts of Employees for their contribution in
- 15       making the University a world-class leader in science, technology, engineering and
- 16       math (STEM) education.
- 17       (b) Awards that have a monetary component must be awarded as the result of a
- 18       competitive process open to all Employees covered by this contract. The process
- 19       and criteria for the award must be clearly defined and shared with all eligible
- 20       Employees.
- 21       (c) The total pool for competitive awards for bargaining unit members will not exceed
- 22       \$5,000.

23 **12.5 Promotion Increases.**

- 24       (a) A bargaining-unit member who receives a promotion utilizing the promotion
- 25       procedures in this collective bargaining agreement shall receive the base-salary
- 26       increase shown below, effective August 15 following the academic year in which
- 27       the successful review takes place.
- 28           (1) A professor or instructor who is promoted will receive a base salary increase
- 29           of 10% or an increase to a minimum of 85% of median target salary (for
- 30           Associate Professors) or 82% (for Professors), whichever is greater.
- 31           (2) An Assistant Librarian or Wellness Counselor who is promoted will receive
- 32           a base salary increase of 9%.

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

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

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

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

25 (c) Instructor Salary data is not of high quality in CUPA and the median value will be  
26 by relevant field and set at ~~9088~~% of the corresponding Assistant Professor Salary.

27 (d) The median target salary will be updated at least annually.

28 **12.6 Legislatively Mandated Increases.** Any additional legislatively mandated increases shall  
29 be implemented following the corresponding law and do not conflict with this agreement.

30 **12.7 Salary floors.**

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

- 32 (1) 90% for the instructor rank,
- 33 (2) 87% for the Assistant Professor Rank,
- 34 (3) 85% for the Associate Professor Rank, and

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- 1                   **(4)**     82% for the Professor Rank
- 2                   of the median salary (parity level) for comparable roles and comparable ranks in
- 3                   the target salary for peer institutions (see 12.5(b)). The median salary will be
- 4                   updated at least annually.
- 5                   **(b)**     Upon request, the university will provide UFF with a report that includes the salary
- 6                   floors determined for the previous academic year according to the process laid out
- 7                   in 12.5(b) and 12.7(a) for each position within the bargaining unit and filled by an
- 8                   in-unit employee.
- 9   **12.8**   **Starting Salary.** All bargaining-unit positions will be hired at a starting salary
- 10               commensurate with their experience. It is expected that those salaries will typically be
- 11               within 15% of employees within that unit at a similar rank and/or experience level. In
- 12               exceptional cases, bargaining-unit positions may be hired at a salary above that range
- 13               contingent on extraordinary experience and extramural funding.
- 14   **12.9**   **Grievability.** The only issues to be addressed in a grievance filed pursuant to this
- 15               Agreement (Article 11) alleging violation of this Article are whether there is unlawful
- 16               discrimination pursuant to state or federal law, or whether there is an arbitrary and
- 17               capricious application of the provisions of one or more sections of this Article.
- 18   **12.10** **Increases Contingent on Receipt of New Recurring/Non-Recurring Funds.** Unless the
- 19               University chooses to fund the increases, and in the event the University does not receive
- 20               sufficient new legislative or performance funding to fund the salary increases, they shall
- 21               become void and re-opened for negotiations by the parties.
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