

1 **Memorandum of Understanding**  
 2 **Between the UCF Board of Trustees**  
 3 **And the United Faculty of Florida**  
 4 **2003-2004 and 2004-2005 Salary Increases**  
 5

6 This Memorandum of Understanding is entered into this 22nd day of November, 2004,  
 7 between the University of Central Florida Board of Trustees ("Board") and the United Faculty of  
 8 Florida ("UFF").  
 9

10 WHEREAS, the UFF is the certified bargaining agent for a unit of faculty and certain non-  
 11 faculty employees of the University of Central Florida;  
 12

13 WHEREAS, the parties are currently engaged in collective bargaining negotiations on a full  
 14 Collective Bargaining Agreement that will address many issues in addition to salary increases;  
 15

16 WHEREAS, both the Board and the UFF believe that it would be in the best interests of the  
 17 bargaining unit to administer some salary increases for the 2003-2004 and 2004-2005 contract  
 18 years as soon as possible;  
 19

20 NOW, THEREFORE, the parties agree as follows:  
 21

22 This Memorandum shall be used to determine an initial set of employee salary increases for the  
 23 2003-2004 and 2004-2005 contract years. The Board shall allocate funds sufficient to implement  
 24 the increases agreed to herein. The summary of the salary increases is followed by specific  
 25 details regarding implementation.  
 26

27 Summary of Salary Increases:  
 28

- 29 0.45% Augmentation of 2003-2004 Legislatively Mandated Adjustment
- 30 2.3% 2004-2005 Cost of Living Increase
- 31 0.9% 2004-2005 Merit Increase
- 32 1.0% 2004-2005 Market Equity Increase

33 -----  
 34 4.65%

35  
 36 and

37  
 38 Promotion Increases of 9%

- 39 40 TIP Awards, plus recycled
- 40 20 RIA Awards, plus recycled

41  
 42 Monetary Awards from Foundation Funds, e.g., Pegasus Professor

43  
 44 \$80,000 for forty Monetary Awards from Board Funds,  
 45 e.g., \$2,000 awards for Excellence in Undergraduate Teaching  
 46

1  
2 1. Unless otherwise specified, the amount of the salary increase for each employee eligible  
3 to receive a category of salary increase for the 2004-2005 contract year shall be determined using  
4 the employee's 2004-2005 Effective Base Salary.

5  
6 2. An employee's 2004-2005 Effective Base Salary shall be equal to the employee's base  
7 salary at the end of the 2003-2004 contract year or the 2004-2005 Minimum Base Salary  
8 multiplied by the number of months in the employee's contract divided by nine, whichever is  
9 higher.

10  
11 3. The 2004-2005 Minimum Base Salary shall be \$30,900.

12  
13 4. Unless otherwise specified, all salary increases for the 2003-2004 and 2004-2005 contract  
14 years described herein shall be effective on or made retroactive to August 8, 2004.

15  
16 5. Salary increases shall be distributed in the following categories:

17  
18 (a) Augmentation of Legislatively Mandated Adjustment.

19 (1) The Board shall add to the salary increase received by each eligible employee on  
20 December 1, 2003 pursuant to Specific Appropriation 1945L, the amount necessary to equal two  
21 percent (2.0%) of the employee's actual rate of pay on November 30, 2003, or a minimum total salary  
22 increase of \$600.

23 (2) The increase shall be retroactive to August 8, 2004.

24 (3) The Board shall allocate no less than forty-five hundredths of one percent  
25 (0.45%) of the salary rate of employees on May 1, 2004 to provide these increases, and shall  
26 allocate additional funds, if necessary, to fully fund this provision.

27 (4) If less than forty-five hundredths of one percent (0.45%) of the salary rate of  
28 employees on May 1, 2004 is required to provide the Augmentation of Legislatively Mandated  
29 Adjustment increase, the difference shall be added to the Merit Increases for the University, as  
30 provided for in 5(c), below.

31  
32 (b) Cost of Living Increase

33 (1) Eligibility. An employee whose annual evaluation for 2003-2004 was  
34 Satisfactory or above and who was in an employment relationship with the University on May 1,  
35 2004 shall receive the Cost of Living Increase.

36 (2) Increase Amount. The Board shall provide a Cost of Living Increase to each  
37 eligible employee equal to 2.3% (the percentage change in the Consumer Price Index for 2003,  
38 as published by the U.S. Department of Labor) multiplied by the employee's Effective Base  
39 Salary rate at the end of the 2003-2004 contract year.

40  
41 (c) Merit Increase

42 (1) Eligibility. An employee whose annual evaluation for 2003-2004 was Above  
43 Satisfactory or above and who was in an employment relationship with the University on May 1,  
44 2004 shall receive a 2004-2005 contract year Merit Increase.

45 (2) Increase Amount. The Board shall provide Merit Increases to each  
46 department/unit equal to no less than nine-tenths of one percent (0.9%) of the total Effective

1 Base Salary rate of employees in the department/unit who were in an employment relationship  
2 with the University on May 1, 2004. Any excess funds from the Augmentation of Legislatively  
3 Mandated Adjustment increase shall be allocated to each department/unit in proportion to the  
4 aggregate Effective Base Salary rate of employees in the department/unit divided by the  
5 aggregate Effective Base Salary rate of all University employees who were in an employment  
6 relationship with the University on May 1, 2004. The combined amount is herein defined as the  
7 Available Merit for the department or unit. All employees who are not members of a  
8 department/unit shall be grouped together and treated as a department/unit for the purpose of  
9 calculating and providing Merit Increases. Merit Increases shall be provided to eligible  
10 employees in each department/unit according to the following rules:

11  
12 a. The 2004-2005 Merit Increases for eligible employees whose 2003-2004  
13 annual evaluations were Outstanding, expressed as a percentage of the employees' Effective  
14 Base Salaries, shall be one and three-tenths (1.3) times the Merit Increases for employees whose  
15 annual evaluations for the 2003-2004 contract year were Above Satisfactory

16  
17 b. The total of all Additional Merit Increases in a department/unit shall equal the  
18 Available Merit for that department or unit.

19  
20 c. The Merit Increase, expressed as a percentage of an employee's Effective Base  
21 Salary, shall be equal for all employees in the department/unit whose annual evaluation for the  
22 previous contract year is Above Satisfactory.

23  
24 d. The Merit Increase, expressed as a percentage of an employee's Effective Base  
25 Salary, shall be equal for all employees in the department/unit whose annual evaluation for the  
26 previous contract year is Outstanding.

27  
28 (d) Market Equity Increase.

29 (1) Eligibility. An employee who meets the following four criteria shall receive a  
30 Market Equity Increase:

31  
32 a. The employee has three or more years of UCF service as of August 7, 2004.

33  
34 b. The employee was in an employment relationship with the University on May  
35 1, 2004.

36  
37 c. For each of the three years preceding the 2004-2005 contract year, the  
38 employee's annual evaluation has been Satisfactory or higher. Each employee's 3-year average  
39 annual evaluation shall be calculated by assigning a numerical value of 4 for Outstanding, 3 for  
40 Above Satisfactory, 2 for Satisfactory, 1 for Conditional, and 0 for Unsatisfactory to each of the  
41 employee's previous three annual evaluations and calculating the average (arithmetic mean). An  
42 average of 1.5 or higher but less than 2.5 shall be defined as a 3-year average annual evaluation  
43 of Satisfactory. An average of 2.5 or higher, but less than 3.5, shall be defined as a 3-year  
44 average annual evaluation of Above Satisfactory. An average of 3.5 or higher shall be defined as  
45 a 3-year average annual evaluation of Outstanding.

46

1           d. The employee's base salary rate on June 30, 2004 is less than the employee's  
2 Target Salary. A Target Salary for each employee whose 3-year average annual evaluation is  
3 Satisfactory shall be defined as equal to eighty-five percent (85 %) of the mean salary found in  
4 the most current CUPA-HR Salary Survey data for continuing employees in the same rank and  
5 discipline, adjusted pro-rata for the length of the employee's contract year. A Target Salary for  
6 each employee whose 3-year average annual evaluation is Above Satisfactory shall be defined as  
7 equal to one hundred percent (100%) of the mean salary found in the most current CUPA-HR  
8 Salary Survey data for continuing employees in the same rank and discipline, adjusted pro-rata  
9 for the length of the employee's contract year. A Target Salary for each employee whose 3-year  
10 average annual evaluation is Outstanding shall be defined as equal to one hundred fifteen percent  
11 (115 %) of the mean salary found in the most current CUPA-HR Salary Survey data for  
12 continuing employees in the same rank and discipline, adjusted pro-rata for the length of the  
13 employee's contract year. If an employee's rank and discipline is not included in the most  
14 current CUPA-HR Salary Survey data, the Board and the UFF shall jointly determine an  
15 alternative source of recent, national, average salary data to be used to define a Target Salary for  
16 that employee.

17  
18           (2) Increase Amount. The Board shall provide Market Equity Increases equal to no  
19 less than one percent (1.0%) of the total Effective Base Salary rate of employees who were in an  
20 employment relationship with the University on May 1, 2004. This amount is herein defined as  
21 the Available Market Equity for the University. Market Equity Increases shall be provided to  
22 eligible employees according to the following rules:

23  
24           a. The Needed Market Equity for the University is defined herein as the sum,  
25 across all employees eligible for a Market Equity Increase, of the differences between each  
26 employee's Target Salary and that employee's base salary on June 30, 2004.

27  
28           b. The Available Market Equity Ratio is defined herein as the Available Market  
29 Equity for the University divided by the Needed Market Equity for the University or 1,  
30 whichever is less.

31  
32           c. The Market Equity Increase for each eligible employee shall be equal to the  
33 Available Market Equity Ratio multiplied by the difference between the employee's Target  
34 Salary and the employee's base salary on June 30, 2004.

35  
36           d. The total of all Market Equity Increases shall equal the Available Market  
37 Equity for the University.

38  
39           6. Promotion Increases.

40  
41           (a) Eligibility. In addition to the salary increases described in Section 5 above,  
42 Promotion Increases shall be granted to employees in recognition of promotion to one of the  
43 ranks described below:

44  
45           To Assistant Professor, Associate in \_\_\_\_\_, and Assistant University Librarian;

1 To Associate Professor, Research Associate, Associate Curator, Associate  
2 Scholar/Scientist, Associate Engineer, and Associate University Librarian; or  
3 To Professor, Curator, Scholar/Scientist, Engineer, and University Librarian.  
4

5 (b) Increase Amount. The Board shall provide Promotion Increases equal to nine  
6 percent (9.0%) of the eligible employee's base salary rate on August 8, 2004 after the application  
7 of the salary increases described in Section 5 above. The minimum Promotion Increase shall be  
8 nine percent (9.0%) of the employee's Effective Base Salary.  
9

10 7. Incentive Award Increases. Incentive Award Increases for 2004-2005 shall be provided  
11 for the UCF Teaching Incentive Program (UCF-TIP) and the UCF Research Incentive Awards  
12 Program (UCF-RIA) consistent with the provisions of this Section.  
13

14 (a) Increase Amount. The Board shall provide funding for forty (40) new UCF-TIP  
15 awards and twenty (20) new UCF-RIA awards, in addition to recycled awards. Each award shall  
16 provide a \$5,000 increase to the recipient's base salary rate without regard to the term of the  
17 recipient's employment contract.  
18

19 (b) UCF-TIP Eligibility. An employee shall be eligible for a UCF-TIP award if the  
20 following four criteria are met:  
21

22 (1) The employee is on a full-time, 9- or 12-month tenured or tenure-earning  
23 appointment with the rank of professor, associate professor, assistant professor, or equivalent; or  
24 is on a full-time appointment as an instructor or lecturer; or is on a full-time, multi-year, non-  
25 tenure track appointment. Employees on visiting appointments or less than full-time  
26 appointments are not eligible for a UCF-TIP.  
27

28 (2) The employee has been in an employment relationship with the University for the  
29 previous four contract years (2000-2001, 2001-2002, 2002-2003, and 2003-2004).  
30

31 (3) The employee has not won a UCF-TIP award during the previous four contract  
32 years (2000-2001, 2001-2002, 2002-2003, and 2003-2004).  
33

34 (4) The employee's total Credit Hour Productivity (CHP) or total Graduate Hour  
35 Productivity (GHP) are at or above the median for their department/unit or at or above the  
36 median for their college, if their department/unit is located in an established college. All  
37 employees who are not members of an established department/unit shall be grouped together and  
38 treated as a department/unit for the purpose of determining eligibility for UCF-TIP awards.  
39 Credit Hour Productivity is herein defined as the sum of student credit hours generated for all  
40 assigned courses during the previous eight (8) Fall and Spring semesters (excluding Summer  
41 assignments, if any). Graduate Hour Productivity is herein defined as the sum of student credit  
42 hours generated for assigned graduate courses during the previous eight (8) Fall and Spring  
43 semesters (excluding Summer assignments, if any).  
44

45 (c) UCF-TIP Selection Procedures. All departments/units that are not located in an  
46 established college and all employees who are not members of an established department/unit

1 shall be grouped together and treated as a college for the purpose of establishing selection  
2 criteria and selecting award winners for UCF-TIP awards. Establishment of selection criteria  
3 and selection of award winners from the list of eligible employees who complete an application  
4 shall be the responsibility of the employees in each college, subject to the following conditions:  
5

6 (1) The number of awards provided to a college shall be equal to the number of  
7 eligible employees in the college divided by the number of eligible employees at the University  
8 multiplied by the total number of awards available, rounded to the nearest whole number. For  
9 example, if there are 40 awards available across the University, 120 eligible employees across  
10 the University, and 10 eligible employees in a college, that college shall be provided 3 awards  
11 ( $10 \div 120 \times 40 = 3.33$  rounded to 3). As another example, if there are 40 awards available  
12 across the University, 120 eligible employees across the University, and 20 eligible employees  
13 in a college, that college shall be provided 7 awards ( $20 \div 120 \times 40 = 6.67$  rounded to 7).  
14

15 (2) Each college shall elect a UCF-TIP Selection Criteria and Procedures Committee.  
16 This committee shall consist of no more members than the number of established  
17 departments/units in the college plus three. One member shall be elected from and by each  
18 established department/unit and additional members shall be elected at-large from and by the  
19 college's employees. All members shall be employees who have previously won state-funded  
20 TIP or UCF-TIP awards. Employees who serve on this committee are not eligible for a UCF-  
21 TIP award in 2004-2005.  
22

23 (3) The UCF-TIP Selection Criteria and Procedures Committee shall establish written  
24 criteria and procedures for selection of UCF-TIP award recipients. These criteria shall include  
25 teaching quality and effectiveness, continuing commitment to instruction, consideration of class  
26 size (large versus small), and innovation and creativity in instruction. These criteria shall specify  
27 the form (including maximum size) and contents of the UCF-TIP application and portfolio to be  
28 submitted by eligible employees for consideration. This application and portfolio shall include,  
29 at a minimum, teaching assignments, student evaluations, and other documentation supporting  
30 teaching efforts and effectiveness for the previous four contract years (2000-2001, 2001-2002,  
31 2002-2003, and 2003-2004). The UCF-TIP Selection Criteria and Procedures Committee shall  
32 develop a written schedule for the application and selection procedures, with a deadline for final  
33 selection of award winners no later than May 1, 2005.  
34

35 (4) Each college shall elect a UCF-TIP Selection Committee. This committee shall  
36 consist of no more members than the number of established departments/units in the college plus  
37 four. One member shall be elected from and by each established department/unit, one member  
38 shall be a student selected in accordance with procedures determined by the Selection Criteria  
39 and Procedures Committee, and additional members shall be elected at-large from and by the  
40 college's employees. All non-student members shall be employees who have previously won  
41 state-funded TIP or UCF-TIP awards. Employees who serve on this committee are not eligible  
42 for a UCF-TIP award in 2004-2005.  
43

44 (5) The UCF-TIP Selection Committee shall review all applications and portfolios  
45 from eligible employees and select award recipients using the criteria established by the UCF-  
46 TIP Selection Criteria and Procedures Committee. All award decisions by the UCF-TIP

1 Selection Committee shall be final, unless the Board and the UFF mutually agree that the process  
2 described in this Section was not followed.

3  
4 (d) UCF-RIA Eligibility. An employee shall be eligible for a UCF-RIA award if the  
5 following three criteria are met:

6  
7 (1) The employee is on a full-time, 9- or 12-month tenured or tenure-earning  
8 appointment with the rank of professor, associate professor, assistant professor, or equivalent; or  
9 is a full-time employee in a Research Staff position who has served as a principal investigator on  
10 one or more contracts or grants awarded to the University by an outside sponsor. Employees on  
11 visiting appointments, instructor or lecturer appointments, or less than full-time appointments are  
12 not eligible for a UCF-RIA.

13  
14 (2) The employee has been in an employment relationship with the University for the  
15 previous four contract years (2000-2001, 2001-2002, 2002-2003, and 2003-2004).

16  
17 (3) The employee has not previously won a UCF-RIA award.

18  
19 (e) UCF-RIA Selection Procedures. All departments/units that are not located in an  
20 established college and all employees who are not members of an established department/unit  
21 shall be grouped together and treated as a college for the purpose of establishing selection  
22 criteria and selecting award winners for UCF-RIA awards. Establishment of selection criteria  
23 and selection of award winners from the list of eligible employees who complete an application  
24 shall be the responsibility of the employees in each college, subject to the following conditions:

25  
26 (1) The number of awards provided to a college shall be equal to the number of  
27 eligible employees in the college divided by the number of eligible employees at the University  
28 multiplied by the total number of awards available, rounded to the nearest whole number. For  
29 example, if there are 20 awards available across the University, 120 eligible employees across  
30 the University, and 10 eligible employees in a college, that college shall be provided 2 awards  
31 ( $10 \div 120 \times 20 = 1.67$  rounded to 2). As another example, if there are 20 awards available across  
32 the University, 120 eligible employees across the University, and 19 eligible employees in a  
33 college, that college shall be provided 3 awards ( $19 \div 120 \times 20 = 3.16$  rounded to 3).

34  
35 (2) Each college shall elect a UCF-RIA Selection Criteria and Procedures  
36 Committee. This committee shall consist of no more members than the number of established  
37 departments/units in the college plus three. One member shall be elected from and by each  
38 established department/unit and additional members shall be elected at-large from and by the  
39 college's employees. Employees who serve on this committee are not eligible for a UCF-RIA  
40 award in 2004-2005.

41  
42 (3) The UCF-RIA Selection Criteria and Procedures Committee shall establish  
43 written criteria and procedures for selection of UCF-RIA award recipients. These criteria shall  
44 include the value or impact of research and creative activities both within the discipline and to  
45 society, recognition of research and creative activities by the individual's peers in the same or  
46 related disciplines, publication and presentation of research and creative activities, and external

1 grant and contract support for the research and creative activities appropriate to the candidate's  
2 discipline. These criteria shall specify the form (including maximum size) and contents of the  
3 UCF-RIA application and portfolio to be submitted by eligible employees for consideration. The  
4 UCF-RIA Selection Criteria and Procedures Committee shall develop a written schedule for the  
5 application and selection procedures, with a deadline for final selection of award winners no later  
6 than May 1, 2005.

7  
8 (4) Each college shall elect a UCF-RIA Selection Committee. This committee shall  
9 consist of no more members than the number of established departments/units in the college plus  
10 three. One member shall be elected from and by each established department/unit and additional  
11 members shall be elected at-large from and by the college's employees. Employees who serve  
12 on this committee are not eligible for a UCF-RIA award in 2004-2005.

13  
14 (5) The UCF-RIA Selection Committee shall review all applications and portfolios  
15 from eligible employees and select award recipients using the criteria established by the UCF-  
16 RIA Selection Criteria and Procedures Committee. All award decisions by the UCF-RIA  
17 Selection Committee shall be final, unless the Board and the UFF mutually agree that the process  
18 described in this Section was not followed.

19  
20 8. Monetary Awards from Foundation Funds. The UCF Foundation, Inc. may provide from  
21 its funds one-time monetary awards to employees in recognition of their achievements in  
22 scholarship/creative activities, teaching, and service. An example of such awards is the Pegasus  
23 Professor award. A monetary award from the UCF Foundation, Inc. funds shall be a one-time  
24 payment and shall not constitute an increase to the employee's base salary rate. On or before  
25 August 8, 2005 the Board shall provide to the UFF a written notification of all monetary awards  
26 provided to employees from UCF Foundation, Inc. funds during the previous twelve months.  
27 This notification shall state, for each award, the name of the employee, the rank and discipline of  
28 the employee, the amount of the award, and the reason for the award.

29  
30 9. Monetary Awards from Board Funds. In 2004-2005, the Board may provide one-time  
31 monetary awards to employees in recognition of their achievements in scholarship/creative  
32 activities, teaching, and service. Examples of such awards include those for Excellence in  
33 Undergraduate Teaching, Excellence in Graduate Teaching, Excellence in Faculty Academic  
34 Advising, Excellence in Professional Academic Advising, Distinguished Researcher, Excellence  
35 in Professional Service, and Excellence in Librarianship. A monetary award from the Board  
36 shall be a one-time payment and shall not constitute an increase to the employee's base salary  
37 rate. The amount of each award shall be \$2,000 and the total of such awards shall not exceed  
38 \$80,000 during the 2004-2005 contract year. On or before August 8, 2005, the Board shall  
39 provide to the UFF a written notification of all monetary awards provided to employees from  
40 Board funds during the previous twelve months. This notification shall state, for each award, the  
41 name of the employee, the rank and discipline of the employee, the amount of the award, and the  
42 reason for the award.

43  
44 10. Contract and Grant-Funded Increases.  
45

1 (a) Employees on contracts or grants shall receive salary increases equivalent to similar  
2 employees on regular funding, provided that such salary increases are permitted by the terms of  
3 the contract or grant and adequate funds are available for this purpose in the contract or grant.  
4

5 (b) In the event that such salary increases are not permitted by the terms of the contract or  
6 grant, or in the event adequate funds are not provided, the Board shall seek to have the contract  
7 or grant modified to permit such increases.  
8

9 11. Report to Employees. All employees shall receive notice of their salary increase on the  
10 Appendix "G" form not later than four weeks prior to the implementation of the salary increases  
11 described herein. Employees shall be given an explicit opportunity to discuss the initial  
12 recommendations for their salary increases with the person or committee which makes the initial  
13 recommendation.  
14

15 12. Report to UFF.  
16

17 (a) No later than thirty (30) days after a pay period in which the salary increases provided  
18 herein are reflected, the Board shall report to the UFF in an electronic format the distribution of  
19 all employee salary increases, arranged by department or unit.  
20

21 (b) The report shall list in comma or tab delimited columns:  
22

- 23 (1) the employee's id.
- 24 (2) the name of the employee.
- 25 (3) the employee's rank or position.
- 26 (4) the employee's department/unit and college.
- 27 (5) the employee's base salary rate at the beginning of the previous contract year.
- 28 (6) the amount received in each salary increase category.
- 29 (7) the employee's new salary rate.
- 30 (8) the mean and median salary increase for each department or unit and college.  
31

32 (c) A printed copy of each department or unit's portion of the report shall be placed on  
33 file in the department or unit, available upon request to any employee of the department or unit,  
34 as well as in the main library. The report shall also be posted on a password-protected portion of  
35 the university website. Each employee shall be provided with the password to access this report.  
36

37 13. All increases provided under this Memorandum of Understanding shall be reported  
38 accurately by category in the University payroll system.  
39

40 14. Neither party shall interpret this Memorandum of Understanding as waiving, nor shall  
41 this Memorandum of Understanding be in any way deemed to waive, any rights either party may  
42 have to bargain or not to bargain with respect to wages and other terms and conditions for 2003-  
43 2004, for 2004-2005, or for future years, except as specifically set forth herein.  
44

45 15. This Memorandum of Understanding shall take effect as of the date signed by the Board  
46 of Trustees and the United Faculty of Florida.

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8  
9  
10  
11  
12

UNITED FACULTY OF FLORIDA

BY: \_\_\_\_\_

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

UCF BOARD OF TRUSTEES

BY: \_\_\_\_\_

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