

**Memorandum of Understanding
Between the UCF Board of Trustees
And the United Faculty of Florida
2003-04 Salary Increases**

This Memorandum of Understanding is entered into this [26th](#) day of March, 2004, between the University of Central Florida Board of Trustees ("Board of Trustees") and the United Faculty of Florida ("UFF").

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

WHEREAS, the parties are currently engaged in collective bargaining negotiations on a full Collective Bargaining Agreement (CBA) that will address many issues other than salary increases;

WHEREAS, both the Board of Trustees and the UFF believe that it would be in the best interest of the UCF faculty to administer salary increases for the 2003-2004 Academic year prior to the completion of the 2003-2004 fiscal year which ends on June 30, 2004;

NOW, THEREFORE, the parties agree as follows:

1. [Legislatively Mandated Adjustment](#). In a previous MOU dated November 12, 2003, the Board of Trustees and the UFF agreed to implement the mandated Legislative pay adjustment as follows:

Effective December 1, 2003, from the funds in Specific Appropriation 1945L, funds were provided to grant each eligible employee of the State University System a competitive pay adjustment of 2.0 percent on each employee's November 30, 2003, base rate of pay, not to exceed a maximum annualized adjustment of \$1400.

Specific Appropriation 1945L language also mandated that each eligible full-time employee would receive an annualized minimum adjustment of \$500. If the competitive pay adjustment was less than \$500, each employee received an additional adjustment that provided the employee a total annualized adjustment of \$500. Each eligible part-time employee in an authorized position received a prorated portion of the competitive pay adjustment provided to full-time employees and a prorated portion of the additional amount necessary to assure the annualized minimum adjustment. If an employee's established work schedule was less than 12 months, the pay adjustment was prorated based on the number of months approved in the work schedule.

2. Promotion Increases. In a previous MOU dated December 16, 2003, the Board of Trustees and the UFF agreed to implement, retroactive to August 8, 2003, employee promotion salary increases for eligible unit members according to the following conditions and limitations. Pursuant to that MOU, these increases were granted in an amount equal to 9.0% of the employee's previous year's base salary rate as of May 7, 2003, in recognition of the employee's promotion to one of the ranks described below:
- a. To Assistant Professor, Associate in _____, and Assistant University Librarian;
 - b. To Associate Professor, Research Associate, Associate Curator, Associate Scholar/Scientist, Associate Engineer, and Associate University Librarian; and
 - c. To Professor, Curator, Scholar/Scientist, Engineer, and University Librarian.
3. Augmentation of Legislatively Mandated Adjustment. The Board of Trustees shall add to the salary increase received by each employee, pursuant to Specific Appropriation 1945L, the amount necessary to equal 2% of the employee's November 30, 2003, base rate of pay, with a minimum total salary increase under this section of not less than \$600.
- 3 4. Incentive Award Programs. Pursuant to this Memorandum of Understanding, the Board of Trustees ~~will~~ shall implement the following merit-based salary increases, set forth in Paragraphs (a.) through (d.) below, to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.
- a. UCF-Teaching Incentive Program. The UCF-Teaching Incentive Program ("UCF-TIP") rewards teaching productivity and excellence.
 - i. Awards under this program consist of \$5,000 increases to base pay for recipients.
 - ii. For academic year 2003-2004, the University will award up to forty (40) new UCF-TIP awards.
 - iii. TIP awards will be made according to existing criteria ~~provided by the Provost, that have been~~ developed by through a collegial process in conjunction with the Faculty Senate ~~and the Deans.~~ The President must approve TIP awards.
 - b. Research Incentive Award program. The Research Incentive Award ("RIA") program recognizes outstanding research, scholarly, or creative activity that advances the body of knowledge in a particular field.
 - i. Awards under this program consist of \$5,000 increases to base pay for recipients.

- ii. For Academic year 2003-2004, the University will award up to twenty (20) new RIA awards.
- iii. RIA awards will be made according to existing criteria ~~provided by the Provost, that have been~~ developed by ~~through a collegial process in conjunction with~~ the Faculty Senate ~~and the Deans. The President must approve RIA awards.~~

- ~~c. Scholarship of Teaching and Learning program. The Scholarship of Teaching and Learning ("SoTL") program recognizes success in research related to the scholarship of teaching and learning.

 - i. ~~Awards under this program consist of \$5,000 increases to base pay for recipients.~~
 - ii. ~~For academic year 2003-2004, the University will award up to four (4) SoTL awards.~~
 - iii. ~~SoTL awards will be made according to criteria provided by the Provost, developed through a collegial process in conjunction with the Faculty Senate, the Deans and the Faculty Center for Teaching and Learning Director. The President must approve SoTL awards.~~~~

- ~~d~~ c. Excellence Awards. The Board of Trustees will implement the merit-based bonuses set forth in Appendix A to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida.

4 5. Merit Salary Increases. For the 2003-2004 year, the Board of Trustees ~~will implement a competitive salary package in the~~ shall provide merit salary increases to each department/unit equal to (%) of the total base salary of employees in the department/unit (a total sum university-wide of approximately \$474,365 \$), including benefits, for in-unit faculty and A&P employees, ~~retroactive to August 8, 2003.~~ All employees who are not members of a department/unit shall be grouped together and treated as a department/unit for the purpose of calculating and providing merit salary increases. Merit salary increases shall be provided to eligible employees in each department/unit according to the following rules:

- a. Eligibility. An in-unit employee is eligible under this section if he or she received an Above Satisfactory or ~~above~~ Outstanding rating on his or her annual evaluation for the 2002-2003 academic year; was employed on May 7, 2003; and is still employed at the University of Central Florida. ~~Additionally, an in-unit employee is eligible for the market equity portion of this increase if the employee has been employed at the University of Central Florida since at least August 8, 2000. An in-unit employee in a visiting~~

~~position is not eligible for the market equity portion of the increase outlined in this section.~~

- b. Base salary. The total base salary for determining the total salary increase amount ~~for a department/unit shall be~~ is the total of ~~all in-unit~~ May 7, 2003, departmental employee salaries for those employees who were employed by the ~~u~~University on or before May 7, 2003, and who are still employed at the University of Central Florida as of December 12, 2003. ~~The market equity base salary is the total of all December 1, 2003, employee salaries for those employees who have been employed by the university since at least August 8, 2000, and who are still employed at the University of Central Florida as of December 12, 2003.~~
- c. Distribution.
- i. The merit salary increases for employees whose most recent annual evaluations are *Outstanding*, expressed as a percentage of the employee's base salary, shall be one and two-tenths (1.2) times the merit salary increases for employees whose most recent annual evaluations are *Above Satisfactory*.
 - ii. The merit salary increase, expressed as a percentage of an employee's base salary, shall be equal for all employees in the department/unit whose most recent annual evaluation is *Above Satisfactory*. Similarly, the merit salary increase, expressed as a percentage of an employee's base salary, shall be equal for all employees in the department/unit whose most recent annual evaluation is *Outstanding*.
 - ~~ii. College or Unit Pool. Up to fifteen percent (15%) of the total competitive salary increase funds will be allocated to Deans and unit heads for the purpose of making merit, salary compression, or extreme market equity pay increases. A proportionate distribution of discretion funds will be provided to appropriate administrators for non-college employees.~~
 - ~~iii. Merit. The remaining funds shall be distributed to departments in proportion to the department total base salary relative to the university base salary for distribution to in-unit employees as outlined in the department's merit salary increase policy.~~
- 4 6. Market Equity Salary Increases. For the 2003-2004 year, the Board of Trustees ~~will implement a competitive salary package in the~~ shall provide an amount equal to (%) of the base salary of all employees (a total sum of approximately \$474,365 \$) for market equity salary increases, ~~including benefits,~~ for in-unit faculty and A&P employees ~~retroactive to August 8, 2003,~~ according to the following procedures.

- a. Eligibility. An in-unit employee is eligible under this section if he or she received a three-year average annual evaluation of Satisfactory or above ~~rating on his or her annual evaluation for the 2002-2003 academic year~~; was employed on May 7, 2003; and is still employed at the University of Central Florida; and ~~— Additionally, an in-unit employee is eligible for the market equity portion of this increase if the employee~~ has been employed at the University of Central Florida since at least August 8, 2000; and the employee's June 30, 2003 base salary rate is less than the employee's Target Salary. An in-unit employee in a visiting position is not eligible for the market equity portion of the increase outlined in this section.
- b. Base salary. The base salary for determining the total salary increase amount is the total of all in-unit May 7, 2003, employee salaries for those employees who were employed by the university on or before May 7, 2003, and who are still employed at the University of Central Florida as of December 12, 2003, and ~~— The market equity base salary is the total of all December 1, 2003, employee salaries for those employees who~~ have been employed by the university since at least August 8, 2000, ~~and who are still employed at the University of Central Florida as of December 12, 2003.~~
- c. Distribution.
- i. Each employee's 3-year average annual evaluation shall be calculated by assigning a numerical value of 4 for Outstanding, 3 for Above Satisfactory, 2 for Satisfactory, 1 for Conditional, and 0 for Unsatisfactory to each of the employee's last three annual evaluations and calculating the average (arithmetic mean). An average of 1.5 or higher, but less than 2.5 shall be defined as a 3-year average annual evaluation of Satisfactory. An average of 2.5 or higher, but less than 3.5, shall be defined as a 3-year average annual evaluation of Above Satisfactory. An average of 3.5 or higher shall be defined as a 3-year average annual evaluation of Outstanding.
- ii. A Target Salary for each employee whose 3-year average annual evaluation is Satisfactory shall be defined as equal to ninety percent (90%) of the mean salary found in the 2002-2003 OSU Salary Survey for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. A Target Salary for each employee whose 3-year average annual evaluation is Above Satisfactory shall be defined as equal to one hundred percent (100%) of the mean salary found in the 2002-2003 OSU Salary Survey for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. A Target Salary for each employee whose 3-year average annual evaluation is Outstanding shall be defined as equal to one hundred ten percent (110%) of the mean

salary found in the 2002-2003 OSU Salary Survey for continuing employees in the same rank and discipline, adjusted pro-rata for the length of the employee's contract year. If an employee's rank or discipline is not included in the 2002-2003 OSU Salary Survey, the Board and the UFF shall jointly determine an alternative source of recent, national, average salary data to be used to define a Target Salary for that employee.

iii. The Needed Market Equity for the university is defined herein as the sum, across all employees eligible for a Market Equity Increase, of the differences between each eligible employee's Target Salary and that employee's June 30, 2003 base salary.

iv. The Available Market Equity Ratio is defined herein as the Available Market Equity for the University divided by the Needed Market Equity for the University.

v. The Market Equity Increase for an eligible employee shall be equal to the Available Market Equity Ratio multiplied by the difference between the employee's Target Salary and the employee's June 30, 2003 base salary.

~~i. Market Equity. The goal of the market equity component is to bring salary averages by discipline/department to 80% of the unweighted average salary for the Fall 2003 College and University Professional Association for Human Resources (CUPA-HR) salaries for Doctoral/Research Public Universities. Funds for market equity increases under this paragraph will be distributed to deans/unit heads in amounts necessary to achieve the stated goal. Market equity increases will be made to eligible employees as selected by the deans/unit heads. No employee may receive a market equity increase under the provisions of this paragraph that exceeds 10% of the employee's December 1, 2003, base salary.~~

~~Non-CUPA-HR Comparison Employees. Employees who do not have a direct CUPA-HR rank by discipline comparison group will be grouped on a discipline or function basis and market equity funds provided in the same proportion (with respect to base salary) as the total market equity of employees who do have a CUPA-HR comparison. The market equity increases for these employees will be distributed by the appropriate administrator.~~

~~d. The UFF acknowledges that it has reviewed each of the program components outlined above.~~

7. Effective Date. Unless otherwise specified in this Memorandum, all salary increases shall be retroactive to December 1, 2003.
8. Administrative Discretion Increases. The Board has distributed, at its discretion, additional salary increases equal to 0.43% of the total base salary of employees in the bargaining unit (an amount totaling \$346,954), for reasons such as counteroffers or increased duties and responsibilities to 50 employees, as itemized in Appendix B. These increases shall be effective upon the date of implementation.
9. The Board shall never again provide a salary increase to an employee without a collectively bargained and ratified agreement that explicitly authorizes the increase. The Board and the UFF agree that increases for the 2003-2004 provided to specific individuals prior to February 27, 2004, shall be permitted for the purposes of this Memorandum of Understanding.
10. The Board and the UFF agree that the total package for 2004-2005 salary increases shall include components for merit salary increases and market equity increases (according to the general approach agreed to in this Memorandum), promotion increases, Incentive Award Program increases, as well as across-the-board increases.
11. Report to Employees. All employees shall receive notice of their salary increases prior to their implementation.
12. Report to UFF.

 - a. No later than thirty (30) days after the implementation of the salary increases provided in this Memorandum, the Board shall report to the UFF in both a printed and an electronic format the distribution of all employee salary increases, arranged by department or unit.
 - b. The report shall list in easily readable columns:

 - i. the name of the employee.
 - ii. the employee's rank or position.
 - iii. the employee's department/unit and college.
 - iv. the employee's base salary rate at the beginning of the previous contract year.

- v. the amount received in each salary increase category, including any Incentive Award Increases and Administrative Discretion Increases received after the beginning of the previous contract year.
 - vi. the employee's new salary rate.
 - vii. the mean and median salary increase for each department or unit and college.
- c. A copy of each department or unit's portion of the report shall be placed on file in the department/unit, available upon request to any employee of the department/unit, as well as in the main library.
13. All increases provided under this Memorandum shall be reported accurately by category in the University payroll system. A history of all employee increases shall be maintained for a minimum of five years.
- ~~e. The UFF acknowledges that, according to the data provided in Appendix B, the average overall salary increase for in-unit faculty and A&P is 3.15% for the 2003-2004 year.~~
- f 14. The terms of this MOU ~~take the place of all collective bargaining with respect to wages and~~ shall constitute the entirety of salaries salary increases for the 2003-2004 fiscal year. The parties agree that no further collective bargaining discussions will be demanded or forthcoming with respect to wages and salaries for the 2003-2004 fiscal year.
- g 15. Neither party ~~will~~ shall interpret this Memorandum of Understanding as waiving, nor ~~will~~ shall this Memorandum of Understanding be in any way deemed to waive, any rights either party may have to bargain or not to bargain with respect to wages and other terms and conditions for fiscal year 2003-2004 or for future fiscal years, except as specifically set forth herein.
- h 16. This Memorandum of Understanding will take effect as of the date signed by the Board of Trustees and the United Faculty of Florida.

UNITED FACULTY OF FLORIDA

UCF BOARD OF TRUSTEES

By:

By:

Date: _____

Date: _____

Appendix A Faculty Excellence Award Programs

~~1. Trustee Chairs~~

~~Amount of award and how it is given: Annual stipend of \$50,000, up to \$25,000 can be used as a salary supplement; these chairs have a five-year renewable appointment. Up to eight (8) faculty may receive this award each year.~~

~~Purpose: The UCF Trustee Chair Professorship is a multi-year appointment awarded to faculty with an extraordinary record of accomplishment in the three primary areas of academic endeavor: teaching, research, and service. The objective of this appointment is to recognize and celebrate outstanding performance with a title and resources commensurate with accomplishment.~~

1. Pegasus Professor

Amount of award and how it is given: One-time payment of \$5,000 to one to two recipients each year, funded by Foundation; recipients also receive a Pegasus statue.

Purpose: This award was suggested by a student and is given in recognition of excellence in teaching, research, and service.

2. Excellence in Undergraduate Teaching

Amount of award and how it is given: One-time payment of \$2,000; funded by Academic Affairs.

Number of recipients: As many as 17 (one of the 17 is then selected to receive the University Award for Excellence in Undergraduate Teaching and receives an additional \$2,000, which is also funded by Academic Affairs.

Purpose: Recognition of outstanding undergraduate teaching.

3. Excellence in Graduate Teaching

Amount of award and how it is given: One-time payment of \$2,000; funded by Division of Academic Affairs.

Number of recipients: As many as 6 with one of the 6 is then selected to receive the University Excellence in Graduate Teaching Award and receives an additional \$2,000.

Purpose: Recognition of significant contributions to graduate education.

4. University Award for Excellence in Faculty Academic Advising

Amount of award and how it is given: One-time payment of \$2,000; funded by Academic Affairs.

Number of recipients: Up to two; recipients must be tenured or tenure earning faculty members.

Purpose: To recognize outstanding efforts in retaining undergraduate students, improving communication of information to peers and students, and helping undergraduate students realize their potential.

5. University Award for Excellence in Professional Academic Advising

Amount of award and how it is given: One-time payment of \$2,000; funded by Academic Affairs.

Number of recipients: One

Purpose: To recognize outstanding efforts in retaining undergraduate students, improving communication of information to peers and students, and helping undergraduate students realize their potential.

6. Distinguished Researcher

Amount of award and how it is given: One-time payment of \$2,000, funded by Division of Research E&G

Number of recipients: Up to 7 with one of the 7 then selected to receive the University Distinguished Researcher award and who receives an additional \$2,000, funded by Division of Research.

Purpose: To recognize research achievements; for example, new discoveries, major contributions, creativeness, originality, significant breakthroughs, etc.

7. University Award for Excellence in Professional Service

Amount of award and how it is given: One-time payment of ~~\$1,000~~ \$2000, funded by Academic Affairs.

Number of recipients: Up to 2

Purpose: To honor faculty members who demonstrate a record of excellence in service to UCF and professional service.

8. Excellence in Librarianship

Amount of award and how it is given: One-time payment of ~~\$1,000~~ \$2000, funded by Academic Affairs E&G

Number of recipients: One

Purpose: Recognize outstanding contributions and support given to UCF's faculty and students by its library faculty.

Appendix B
Discretionary Salary Increases

Assistant Professor of Sociology, counteroffer, \$5,000

[Etc.]