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SALARIES

23.1 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. To that end, the parties are committed to working with the legislature to seek funding for employee compensation.

23.2 General Salary Increase by Legislative Appropriation or Mandate.
During the term of this Agreement, any legislatively appropriated salary increase will be applied to all eligible employees as a percentage increase at the earliest allowed date unless specified otherwise in the legislative appropriation or mandate. For fiscal year 2003, this increase will be implemented as set forth in the Memorandum of Understanding between the parties dated November 12, 2003.

23.3 Promotion Increases.
(a) Promotion salary increases shall be granted in an amount equal to 9.0% of the employee's previous year's base salary rate in recognition of promotion to one of the ranks described below:

- 1. To Assistant Professor, Associate in _____, and Assistant University Librarian;
- 2. To Associate Professor, Research Associate, Associate Curator, Associate Scholar/Scientist, Associate Engineer, and Associate University Librarian; and
- 3. To Professor, Curator, Scholar/Scientist, Engineer, and University Librarian.

(b) For fiscal year 2003, promotion salary increases shall be effective on December 1, 2003.

(c) For fiscal year 2004, promotion salary increases shall be effective on the first day of the academic contract year for promotions effective the start of the 2004-2005 academic year.

(d) For fiscal year 2005, promotion salary increases shall be effective on the first day of the academic contract year for promotions effective the start of the 2005-2006 academic year.

23.4 Merit-Based Salary Increases.

(a) Other Merit-Based Salary Increases may be made to recognize and promote faculty excellence and productivity that respond to and support the mission of the University of Central Florida, in the event that faculty performance incentive funds for employee salary increases is in excess of the salary increases set forth in Sections 23.2 and 23.3 above. Salary increases of this type may include, but are not limited to:

1 Teaching Incentive Program Awards, Research Incentive Awards, Scholarship of
2 Teaching and Learning Awards. Teaching Incentive Program awards will be \$5,000.
3 Research Incentive Awards will be \$5,000. Scholarship of Teaching and Learning
4 awards will be \$5,000. These salary increases will be added to the employee's base
5 salary and will take effect at the start of the academic contract year in which the award
6 was made. These salary increases shall be awarded according to criteria provided by the
7 Provost and developed through a collegial process in conjunction with the Faculty Senate
8 and the Deans.

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10 (b) For fiscal year 2003, an amount not to exceed \$240,000 will be awarded
11 for Teaching Incentive Program salary increases; an amount not to exceed \$120,000 will
12 be awarded for Research Incentive Award salary increases; and an amount not to exceed
13 \$20,000 will be awarded for Scholarship of Teaching and Learning.

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15 (c) For fiscal years 2004 and 2005, salary increases described in this section
16 may be awarded subject to available funding.

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18 **23.5 Merit-Based Awards.**

19 (a) One-time awards (i.e., awards that do not increase base pay) in recognition
20 of excellence in teaching, research and service may be made, in the event that faculty
21 performance incentive funds for employee salary increases are in excess of the salary
22 increases set forth in Sections 23.2, 23.3, and 23.4 above. Awards of this type may
23 include, but are not limited to: Trustee Chairships; Excellence Awards for
24 Undergraduate Teaching; Excellence Awards for Graduate Teaching; Excellence Awards
25 for Faculty and Professional Academic Advising; Excellence in Professional Service;
26 Distinguished Researcher Awards; and Excellence in Librarianship. Trustee Chairship
27 awards will be \$25,000 per award per year for a five-year period; Excellence Awards for
28 Undergraduate Teaching will be \$2,000 per award (plus an additional \$2,000 for the
29 recipient designated to receive the University Award for Excellence in Undergraduate
30 Teaching); Excellence Awards for Graduate Teaching will be \$2,000 per award (plus an
31 additional \$2,000 for the recipient designated to receive the University Award for
32 Excellence in Graduate Teaching); University Award for Excellence in Faculty Academic
33 Advising will be \$2,000 per award; University Award for Excellence in Professional
34 Academic Advising will be \$2,000 per award; Excellence in Professional Service awards
35 will be \$1,000 per award; Excellence in Librarianship awards will be \$1,000 per award;
36 and Distinguished Researcher Awards will be \$2,000 (plus an additional \$2,000 for the
37 recipient designated to receive the University Distinguished Researcher Award). These
38 awards shall be awarded according to criteria provided by the Provost and developed
39 through a collegial process in conjunction with the Faculty Senate and the Deans.

40
41 (b) For fiscal year 2003: an amount not to exceed \$36,000 will be awarded for
42 Excellence in Undergraduate Teaching; an amount not to exceed \$14,000 will be
43 awarded for Excellence in Graduate Teaching; an amount not to exceed \$4,000 will be
44 awarded as University Awards for Excellence in Faculty Academic Advising; an amount
45 not to exceed \$2,000 will be awarded for the University Award for Excellence in

1 Professional Academic Advising; an amount not to exceed \$2,000 will be awarded for
2 Excellence in Professional Service; one \$1,000 award will be made for Excellence in
3 Librarianship; the BOT will award three (3) to five (5) Trustee Chairships for an amount
4 not to exceed \$125,000, depending upon the availability of qualified candidates and
5 available funding; and an amount not to exceed \$16,000 will be awarded for
6 Distinguished Researcher Awards.

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8 (c) For fiscal years 2004 and 2005, salary increases described in this section
9 may be awarded subject to available funding.

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11 23.6 Salary Increase Report to Employees. All employees shall receive written notice
12 of their salary increases prior to or within one week following implementation.

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14 23.7 Salaries of Employees on Contract and Grant Funded Increases.

15 (a) Employees on contracts or grants shall receive salary increases equivalent to
16 similar employees on regular funding, provided that such salary increases are permitted
17 by the terms of the contract or grant and adequate funds are available for this purpose in
18 the contract or grant. In the event such salary increases are not permitted by the terms of
19 the contract or grant, or in the event adequate funds are not provided, the President or
20 President's representative shall seek to have the contract or grant modified to permit or
21 fund such increases.

22
23 (b) Nothing contained herein shall prevent employees whose salaries are funded
24 by grant agencies from being allotted raises higher than those provided in this
25 Agreement, subject to the approval of the Dean or unit head.

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27 23.8 Grievability. The only issue to be addressed in a grievance filed pursuant to
28 Article 20 alleging violation of this Article is whether there is an arbitrary and capricious
29 application of any provision of this Article.

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31 23.9 Type of Payment for Assigned Duties.

32 (a) Duties and responsibilities assigned by the University to an employee that do
33 not exceed the available established FTE for the position shall be compensated through
34 the payment of salary, not Other Personal Services (OPS) wages.

35
36 (b) Duties and responsibilities assigned by the University to an employee that are
37 in addition to the available established FTE for the position shall be compensated through
38 OPS wages, not salary.