

ARTICLE 28
SALARY INCREASES AND SALARY PAYMENTS

28.1 2006-07 Annual Salary Increases. Eligible employees shall be provided with the following annual salary from funds equal to approximately five percent (5%) of the March 31, 2006 base salary rate of in-unit faculty members. These increases are effective October 1, 2006.

(a) Across-the-Board Increase.

(1) Each eligible full-time faculty member shall be provided a three percent (3.0%) increase on his/her September 30, 2006, base rate of pay.

(2) Eligibility. An eligible faculty member is one who was in pay status on March 31, 2006, and who continues to be employed with the University as of the date of ratification of this Agreement. The following faculty members are not eligible for the increase:

- a. A faculty member who has retired from the University.
- b. A faculty member who has resigned for any reason.
- c. A faculty member who was issued a notice of non-reappointment.
- d. A faculty member who is on a visiting appointment.
- e. A faculty member who has received an overall evaluation rating of less than Satisfactory for 2005-06.

(b) Departmental Merit Salary Increases.

(1) A total of approximately one percent (1%) of the March 31, 2006 in-unit rate base shall be provided to fund 2006-07 Departmental Merit salary increases.

(2) Eligibility. An eligible faculty member is one who was in pay status on March 31, 2006, and who continues to be employed with the University as of the date of ratification of this Agreement. The following faculty members are not eligible for the increase:

- a. A faculty member who has retired from the University.
- b. A faculty member who has resigned for any reason.
- c. A faculty member who was issued a notice of non-reappointment.
- d. A faculty member who is on a visiting appointment.

(3) Process for Determining 2006-07 Departmental Merit Salary Increases.

a. Annual performance evaluations completed for 2005-06 shall be used as provided below for the purpose of determining departmental merit salary increases for 2006-07.

b. Departments shall make performance evaluations separately for each required category of activity (e.g., teaching, research/scholarship/creative activity, service). In the case of advisors, curators, and librarians, their primary functional counterpart activity for teaching shall be used in lieu of the teaching component.

c. Merit Score. Each faculty member shall receive a merit score, as determined by Steps 1 and 2 below.

Step 1. The following points will be assigned to the evaluation rating categories for each applicable activity category (e.g., teaching, research/scholarship/creative activity, service).

1		
2	Exemplary	2
3	Above Satisfactory	1
4	Satisfactory	0
5	Below Satisfactory	-1
6	Unsatisfactory	-2
7		

8 Where research/scholarship/creative activity is not a requirement for a
9 particular classification or the chair indicates “not applicable”, the faculty member in that
10 classification will receive a “0” for that activity.

11 Step 2. The merit score for tenured and tenure-earning faculty members
12 is computed by weighting the points for the teaching component by 60%, the
13 research/scholarship/creative activity component by 30%, and the service component by 10%.
14 The merit score for instructors, lecturers, curators, and librarians is computed by weighting the
15 points for the faculty member’s primary activity category (e.g., teaching for Instructors) by 90%
16 and service by 10%. The sum of these weighted scores is the merit score for an individual
17 faculty member. For example, if Professor Doe received a rating of “exemplary” in teaching,
18 “above satisfactory” in research/scholarship/creative activity, and “below satisfactory” in
19 service, Doe’s merit score would be $.60(2) + .30(1) + .10(-1) = 1.4$.

20 d. Merit Value. Each faculty member in the department who has a
21 positive merit score will be given a merit value. The merit value is equal to the merit score
22 multiplied by the faculty member’s annual salary (e.g., nine month salary for nine month
23 appointments; twelve month salary for twelve month appointments), including 2006-07
24 promotion pay increases, and across-the-board pay increases. For example, if Faculty member
25 Doe had a salary of \$50,000, and a merit score of 1.4, Doe’s merit value would be 70,000.

26 e. Merit Raise. The dollar amount of the departmental merit salary
27 increase shall be determined by dividing the faculty member’s merit value by the sum of all the
28 merit values within a department, and then multiplying that fraction by the total amount of
29 departmental merit money allocated to the department, as listed in subsection f. For example, if
30 Doe’s department was allocated \$5,000 for departmental merit salary increases, and Doe’s merit
31 value is 70,000, while the sum of all the merit values in the department is 500,000, then Doe
32 would receive a departmental merit salary increase of $(70,000/500,000) \times \$5,000 = \$700$.

33 f. The total amount of departmental merit money allocated to each
34 department is as follows:

1

Department	Amount
ACCOUNTING & FINANCE (Tenure Lines)	\$18,244.48
ACCOUNTING & FINANCE (Non-Tenure Lines)	\$1,776.49
ART AND DESIGN (Tenure Lines)	\$7,996.35
ARTS & SCIENCES ADVISING (Non-Tenure Lines)	\$1,141.34
ATHLETIC TRAINING & PHYSICAL THERAPY (Tenure Lines)	\$3,438.76
ATHLETIC TRAINING & PHYSICAL THERAPY (Non-Tenure Lines)	\$286.55
BIOLOGY (Tenure Lines)	\$6,472.19
BIOLOGY (Non-Tenure Lines)	\$2,454.14
BUILDING CONSTRUCTION MGMT (Tenure Lines)	\$2,638.68
CHEMISTRY & PHYSICS (Tenure Lines)	\$7,267.37
CHEMISTRY & PHYSICS (Non-Tenure Lines)	\$3,372.35
CIVIL ENGINEERING (Tenure Lines)	\$2,410.50
COMMUNICATIONS (Tenure Lines)	\$6,279.02
COMMUNICATIONS (Non-Tenure Lines)	\$2,479.56
COMPUTER & INFORMATION SCIENCES (Tenure Lines)	\$13,621.12
COMPUTER & INFORMATION SCIENCES (Non-Tenure Lines)	\$2,376.82
COUNSELING & EDUCATIONAL LEADERSHIP (Tenure Lines)	\$8,221.10
CRIMINOLOGY AND CRIMINAL JUSTICE (Tenure Lines)	\$3,557.53
CURRICULUM & INSTRUCTION (Tenure Lines)	\$18,806.75
CURRICULUM & INSTRUCTION (Non-Tenure Lines)	\$932.26
ECONOMICS (Tenure Lines)	\$8,010.80
ECONOMICS (Non-Tenure Lines)	\$514.02
ELECTRICAL ENGINEERING (Tenure Lines)	\$2,865.33
ELECTRICAL ENGINEERING (Non-Tenure Lines)	\$637.66
ENGLISH (Tenure Lines)	\$10,673.08
ENGLISH (Non-Tenure Lines)	\$5,178.29
HISTORY (Tenure Lines)	\$8,125.63
HONORS PROGRAM (Non-Tenure Lines)	\$427.90
LIBRARY (Non-Tenure Lines)	\$9,508.82
MANAGEMENT MARKETING AND LOGISTICS (Tenure Lines)	\$22,137.06
MANAGEMENT MARKETING AND LOGISTICS (Non-Tenure Lines)	\$1,076.79
MATHEMATICS & STATISTICS (Tenure Lines)	\$12,155.52
MECHANICAL ENGINEERING (Tenure Lines)	\$4,520.59
MUSIC (Tenure Lines)	\$9,717.95
NURSING (Tenure Lines)	\$6,702.69
NURSING (Non-Tenure Lines)	\$3,730.76
PHILOSOPHY & RELIGIOUS STUDIES (Tenure Lines)	\$4,997.05
POLIT SCIENCE & PUBLIC ADMIN (Tenure Lines)	\$8,863.04
PSYCHOLOGY (Tenure Lines)	\$11,060.02
PUBLIC HEALTH (Tenure Lines)	\$15,194.16
SOCIOLOGY & ANTHROPOLOGY (Tenure Lines)	\$6,124.31

Department (Continued)	Amount (Continued)
SPECIAL EDUCATION (Tenure Lines)	\$3,509.79
SPECIAL EDUCATION (Non-Tenure Lines)	\$454.20
WORLD LANGUAGES (Tenure Lines)	\$3,643.17
WORLD LANGUAGES (Non-Tenure Lines)	\$432.12
Grand Total	\$274,034.44

1
2 (c) **Market Increases. Experience Supplements for Instructors and Lecturers, Market Equity/Compression, and Inversion Increases.** A total of approximately one percent (1%) of the March 31, 2006 in-unit rate base shall be provided to fund Experience Supplements for Instructors and Lecturers, Market Equity/Compression Increases, and Inversion Increases.

6 (1) **Experience Supplements for Instructors and Lecturers.** Funds shall be provided for experience supplements for instructors and lecturers who initially become eligible as of the effective date of the 2006-07 academic contract.

9 a. Eligibility. Instructors and lecturers on nine-month and twelve-month appointments who have completed eight or more years of experience in rank at UNF as of the effective date of the academic contract for 2006-07 shall be eligible for the experience supplement.

13 b. Increase Amount. Eligible instructors and lecturers on nine-month appointments shall be provided a \$2,000 increase to base salary. Eligible instructors and lecturers on twelve-month appointments shall be provided a \$2,666.66 annual increase to base salary. Additionally, these instructors and lecturers will be reclassified to senior instructor or senior lecturer, as applicable.

18 (2) **Market Equity/Compression.** Funds shall be provided to address market equity/compression as follows:

21 a. Eligibility. An eligible faculty member is one who holds the rank of professor, associate professor, assistant professor, Senior Instructor, Senior Lecturer, instructor, or lecturer (or the equivalent ranks for librarian and curator) who was in pay status on March 31, 2006, and who continues to be employed with the University as of the date of ratification of this Agreement. The following faculty members are not eligible for the increase

25 1. A faculty member who has retired from the University.
26 2. A faculty member who has resigned for any reason.
27 3. A faculty member who was issued a notice of
28 non-reappointment.

29 4. A faculty member who is on a visiting appointment.
30 5. A faculty member who has received an overall evaluation rating of less than Satisfactory for the four (4) years 2002-03 through 2005-06. (If a faculty member has been on sabbatical or on authorized leave during this four (4) year period, eligibility shall be determined by the overall average evaluation for the remainder of the four (4) year period.)

36 b. Method - Determining Distance from Market Based on Rank and
37 Discipline

38 1. Database. The average salaries at All Public Colleges and
39 Universities as reflected in the 2005-06 National Faculty Salary Survey by Discipline and Rank

1 in Four-Year Colleges and Universities, College and University Personnel Association for
 2 Human Resources (CUPA-HR), increased by ten percent (10%), shall be used for the purpose of
 3 determining the target market salaries for ranked faculty. The CIP code which has been
 4 heretofore agreed upon between the University Administration and the UFF shall be used in
 5 calculating market equity/compression pay increases. The average salaries as reflected in the
 6 2004-05 Association of Research Librarian (ARL) annual salary survey, reduced by twenty-five
 7 percent (25%), shall be used for the purpose of determining the target market salary for
 8 librarians. The CUPA-HR and ARL national salaries will be further adjusted by rank and years
 9 of service in rank as set forth below in order to identify the target market salary for individual
 10 faculty members. For purpose of this calculation, years in rank shall be calculated by
 11 determining the number of full years of service in rank that the faculty member has accrued as of
 12 the effective date of the academic contract for 2006-07.
 13

Professor, University Librarian		Associate Professor, Associate University Librarian		Assistant Professor, Assistant University Librarian		Instructor, Lecturer	
Yrs in Rank	% of Average	Yrs in Rank	% of Average	Yrs in Rank	% of Average	Yrs in Rank	% of Average
0	90	0	90	0	96	0	90
1	92	1	92	1	98	1	92
2	94	2	94	2	100	2	94
3	96	3	96	3	102	3	96
4	98	4	98	4	104	4	98
5	100	5	100	5 & up	106	5	100
6	102	6	102			6	102
7	104	7	104			7	104
8	106	8	106			8	106
9	108	9	108			9	108
10	110	10 & up	110			10 & up	110
11	112						
12	114						
13	116						
14	118						
15 & up	120						

2. Recognizing Market Deficit

a. Divide the faculty member's March 31, 2006 salary (plus the 2006-07 promotion, across-the-board, departmental merit increases, other University Administration adjustments of record, and the 2006-07 experience supplements for Senior Instructors and Lecturers) by the target market salary.

b. Award points corresponding to market deficit as follows:

99% of market =	1 point
98% of market =	2 points
97% of market =	3 points

1	96% of market =	4 points
2	95% of market =	5 points
3	94% of market =	6 points
4	93% of market =	7 points
5	92% of market =	8 points
6	91% of market =	9 points
7	90 % of market =	10 points
8	89% of market =	11 points
9	88% of market =	12 points
10	87% of market =	13 points
11	86% of market =	14 points
12	85% of market =	15 points
13	84% of market =	16 points
14	83% of market =	17 points
15	82% of market =	18 points
16	81% of market =	19 points
17	80% of market =	20 points
18	79% of market =	21 points
19	78% of market =	22 points
20	77% of market =	23 points
21	76% of market =	24 points
22	75% of market or less =	25 points
23		

24 The points determined from the above table for each eligible faculty member shall be multiplied
 25 by a gradient to derive the eligible faculty member’s market deficit points. The gradient is based
 26 upon the faculty member’s overall average evaluation rating for the four (4) years 2002-03
 27 through 2005-06. (If a faculty member has been on sabbatical or on authorized leave during this
 28 four (4) year period, the gradient shall be determined by the overall average evaluation for the
 29 remainder of the four (4) year period.) The gradients shall be determined as follows:

<u>Average Evaluation Rating</u>	<u>Gradient</u>
0.00 to 0.50	1.00
0.51 to 1.00	1.25
1.10 to 1.50	1.50
1.51 to 2.00	2.00

37 c. Each faculty member will receive his/her
 38 proportional share of the amount available, based upon his/her market deficit points as a percent
 39 of total market deficit points. (Example: If faculty member Doe has 24 points and the collective
 40 points of all eligible faculty in the university was 2000, then faculty member Doe would receive
 41 24/2000 of the total dollars set aside for market equity/compression pay raises.)

42
 43 **(3) Inversion Pay Increases.** Funds shall be provided to address salary
 44 inversion between ranks as follows:

45 a. Eligibility. Professors, associate professors, assistant professors,
 46 university librarians, and associate university librarians who are on regular appointment status

1 (excluding visiting faculty), who have received an overall evaluation rating of at least
2 Satisfactory for 2005-06, and whose base salary rate (after all other 2006-07 pay increases) is
3 below that of the highest-paid faculty member in a lower rank in the same discipline in the same
4 department are considered eligible for an inversion pay increase. The UFF has identified those
5 fifteen (15) faculty members who will receive the inversion pay increase. In making this
6 identification, a total of three (3) top-paid faculty of junior rank within the University's in-unit
7 faculty were eliminated when determining those faculty members who will receive the inversion
8 pay increase.

9 b. Increase Amount. Each eligible faculty member defined in the
10 previous paragraph shall receive a \$1,000 inversion pay increase to his/her base salary, for a total
11 of \$15,000 devoted to inversion pay increases.

12 13 **28.2 Contract and Grant Funded Increases.**

14 (a) Faculty members on contracts or grants shall receive annual salary increases
15 equivalent to similar faculty members on Educational and General (E&G) funding, provided that
16 such salary increases are permitted by the terms of the contract or grant, and adequate funds are
17 available for this purpose in the contract or grant.

18
19 (b) Nothing contained herein shall prevent faculty members whose salaries are
20 funded by grant agencies from being allotted salary increases higher than those provided in this
21 Agreement.

22
23 **28.3 Salary Adjustments for Faculty on Uncompensated Leave.** The base salary of a
24 faculty member returning from uncompensated leave shall be adjusted to reflect all across-the-
25 board pay increases and market increases that the faculty member would have received if he/she
26 had not been on uncompensated leave that were distributed during the period of the faculty
27 member's uncompensated leave.

28
29 **28.4 Grievability.** An arbitrator shall not determine any faculty member's salary increase or
30 salary level. Those salary increases and salary levels have been agreed to by the parties as part
31 of the negotiations process. The only issue to be addressed in a grievance alleging a violation of
32 this article is whether the University Administration has properly applied the salary increase set
33 forth on the spreadsheet initialed by the negotiators for both parties. If the arbitrator finds that an
34 agreed upon pay increase has not been properly applied, he/she shall identify the incorrect pay
35 increase (based upon the agreed upon spreadsheet) and remand to the Administration for proper
36 application of the salary increase. This paragraph shall not be construed to preclude a timely filed
37 grievance alleging an incorrect evaluation.

38
39 **28.5 Calculation of Increases.** The University Administration has provided the UFF a report
40 detailing the annual salaries of in-unit faculty members as of March 31, 2006. The UFF has
41 calculated each of the pay increases that are due to each faculty member.

42 (a) The UFF has calculated the amount of the increases using the formulae set out in
43 this article.

1 (b) The UFF has provided the University Administration a list showing the amount of
2 the pay increases that are due to each in-unit faculty member. These amounts are separately
3 stated for each category in this Agreement.
4

5 (c) The University Administration has assumed that the UFF has correctly calculated
6 the pay increases, and will adjust each faculty member's salary in accord with the amount listed
7 by the UFF.
8

9 **28.6 Payment Option for Nine-Month Faculty.** Eligible faculty members shall be provided
10 the option of having their nine-month salary paid over twelve months subject to the following
11 conditions:

12 (a) Beginning March 1, 2007 through May 1, 2007, each eligible faculty member
13 may elect, using the form included in Appendix "H", to have his/her nine-month salary paid over
14 twelve months.
15

16 (b) Once a faculty member elects to be paid over twelve months, he/she will not be
17 able to opt out of that option until the next enrollment cycle (i.e., March 1-May 1, 2008).
18

19 (c) Payment would begin August___, 2007 and continue through August___, 2008.
20

21 (d) Visiting faculty members are not eligible for this payment option.
22

23 **28.7 Nothing contained herein shall prevent the Board from providing salary increases**
24 **as set forth below.** Increases may be provided to meet verified written counteroffers, to provide
25 stipends for increased duties and responsibilities, and for litigation/EEO/grievance settlements.
26 The UFF will be notified of any such proposed increase, and will have the opportunity to discuss
27 the proposed increase with the University President or designee prior to implementation.