### Article 28

# **Salary Increases and Salary Payments**

## WHAT IS BEING PROPOSED

- Across the board increases each year for the duration of the contract. The amount would be based on an annual 6% salary pool in which each faculty member would receive a 3% increase plus a flat rate determined by equal distribution of 3% of the salary pool.
- Minimum salaries for tenured/tenure earning and non-tenure earning faculty members. Across rank adjustments to account for raising the floor on minimum salaries.
- Within-rank compression and inversion raises.
- One-time bonus contingent upon the Board of Governor's metrics performance-based funding.
- A salary study to examine gender-based and underrepresented minority-based salary disparities.
- Salaries of former administrators moving to in-unit faculty positions shall either be paid at the median salary of the employees within the same department and rank (external hires) or shall return to his/her salary prior to the administrative appointment plus any salary increases he/she would have qualified for if he/she had remained in the faculty.

# RATIONALE

- Across the board increases and faculty salaries at UNF have not kept pace with cost of living increases.
- Salaries at UNF are consistently lower than salaries of faculty at similar SUS institutions. Raising the floor would be one step toward addressing this issue.
- The C&I fix in the last contract did not address and may have even contributed to withinrank compression and inversion.
- Faculty have directly contributed to the University mission and to UNF's improvement in the Board of Governor's metrics and subsequent receipt of funding. Some of that funding is proposed to be allocated to bonuses.
- The data suggest that there are gender-based and underrepresented minority-based salary disparities. We would like to work with the University to closely study and address these issues.
- Maintaining high salaries for former administrators no longer fulfilling additional administrative duties is costly to the university and drives up compression/inversion and other disparities in base salary.

# ARTICLE 28 SALARY INCREASES AND SALARY PAYMENTS

- 28.1 Policy. The University and UFF agree that salary is an important factor in the recruitment, quality performance, and retention of faculty members.
- 28.2 Across the Board Increases.
  - (a) Eligibility. An eligible faculty member is one who was hired by and was in pay status on June 30th of the respective year below. Exceptions include the following:
    - (1) A faculty member who was issued a notice of non-reappointment is not eligible for the increase.
    - (2) A faculty member who is on a visiting appointment is not eligible for the increase.
    - (3) Those faculty moving into the unit from out-of-unit positions after June 30 for the upcoming Academic Year shall be considered in-unit and receive the salary increase for that year.
    - (4) Those faculty moving out-of-unit after June 30 but for the upcoming Academic Year shall be considered out-of-unit and shall not receive the salary increase for that year.
    - (5) Those faculty receiving promotions effective for the upcoming Academic Year shall receive raises based upon their new base salary for the new rank
  - (b) Amount. Effective immediately after the date of ratification of this agreement, across the board increases will be based upon a 6% salary pool and each eligible faculty member shall receive a 3% increase plus a flat rate determined by equal distribution of 3% of the salary pool on an annual basis for the duration of this contract. The base rate of pay shall be an amount that is proportional to the FTE of the employee's position.
  - (c) Effective date of salary increases and payments:
    - (1) August 1, 2017 (Year 1)
    - (2) August 1, 2018 (Year 2)
    - (3) August 1, 2019 (Year 3)
- 28.3 Minimum salaries for tenure track faculty.

- (a) Eligibility. An eligible faculty member is one who was hired by and was in pay status on June 30, 2017. Exceptions include the following:
  - (1) Those faculty moving into the unit from out-of-unit positions after June 30, 2017 for the upcoming Academic Year shall be considered in-unit and eligible for this salary increase.
  - (2) Those faculty moving out-of-unit after June 30, 2017 but for the upcoming Academic Year shall be considered out-of-unit and shall not be considered eligible for this salary increase.
  - (3) Those faculty receiving promotions effective for the upcoming Academic Year shall receive salary increases/adjustments based upon their new base salary for the new rank.
- (b) The minimum salary for all Assistant Professors shall be \$6,667 per month (i.e.,\$60K for 9-month; &80K for 12-month), for all Associate Professors shall be \$6,667 x 1.125 (i.e., \$67.5K for 9-month; \$90K for 12-month), for all Professors shall be (\$6,667 x 1.125) x 1.125. Faculty members with a salary less than these minimum amounts shall receive a salary increase equal to the difference between the minimum and their salary as of June 30, 2017 or the faculty member's salary based upon the exceptions listed above
- (c) The effective date for these salary increases shall be August 1, 2017.
- (d) The UFF and BOT agree that all new faculty hired upon ratification of this agreement shall have starting salaries that adhere to these minimums.
- 28.4 Minimum salaries for non-tenure track faculty.
  - (a) Eligibility. An eligible faculty member is one who was hired by and was in pay status on June 30, 2017. Exceptions include the following:
    - (1) A faculty member who was issued a notice of non-reappointment is not eligible for the increase.
    - (2) A faculty member who is on a visiting appointment is not eligible for the increase.
    - (3) Those faculty moving into the unit from out-of-unit positions after June 30, 2017 for the upcoming Academic Year shall be considered in-unit and eligible for this salary increase.
    - (4) Those faculty moving out-of-unit after June 30, 2017 but for the upcoming Academic Year shall be considered out-of-unit and shall not be considered eligible for this salary increase.

- (5) Those faculty receiving promotions effective for the upcoming Academic Year shall receive salary increases/adjustments based upon their new base salary for the new rank.
- (b) The minimum salary for all Instructors shall be \$5,556 per month (i.e., 50K for 9-month; \$66,672 for 12-month), for all Associate Instructors shall be \$5,556 x 1.125 (i.e., \$56,250 for 9-month; \$75,006 for 12-month), for all University Instructors shall be (\$5,556 x 1.125) x 1.125 (i.e.,\$63,286 for 9-month; \$84,382 for 12-month). Faculty members with a salary less than these minimum amounts shall receive a salary increase equal to the difference between the minimum and their salary as of June 30, 2017 or the faculty member's salary based upon the exceptions listed above.
- (c) The minimum salary for all Senior Instructors shall be \$5,778 per month (i.e., \$52,002 for 9-month; \$69,336 for 12-month). Any Senior Instructor with a salary less than these minimum amounts shall receive a salary increase equal to the difference between the minimum and their salary as of June 30, 2017 or the faculty member's salary based upon the exceptions listed above.
- (d) The minimum salary for all 12-month Lecturers shall be \$4,861 per month (i.e. \$58,332), for all Associate Lecturers shall be \$4,861 x 1.125 (i.e. \$65,624), for all University Lecturers shall be (\$4,861 x 1.125) x 1.125 (i.e. \$73,827). Any 12-month Lecturer with a salary less than these minimum amounts shall receive a salary increase equal to the difference between the minimum and their salary as of June 30, 2017 or the faculty member's salary based upon the exceptions listed above.
- (e) The minimum salary for all 12-month Senior Lecturers shall be \$5,083 per month (i.e. \$60,996). Any 12-month Senior Lecturer with a salary less than the minimum amount shall receive a salary increase equal to the difference between the minimum and their salary as of June 30, 2017 or the faculty member's salary based upon the exceptions listed above.
- (f) The effective date for these salary increases shall be August 1, 2017.
- (g) The UFF and BOT agree that all new faculty hired upon ratification of this agreement shall have starting salaries that adhere to these minimums.
- Within Rank Compression and Inversion raises. We adopt the following definition for compression and inversion, published by the American Association of University Professors, while interpreting "senior" to mean "served a longer number of years at UNF":

"Compression refers to the situation where a more senior faculty member is paid only slightly more than the newly appointed colleague; the extreme case of this is inversion, where the more experienced individual is actually paid less than the newcomer."

- (a) Eligibility. An eligible in-unit faculty member is one who was hired by and was in pay status on June 30, 2017. The following exceptions apply:
  - (1) A faculty member who was issued a notice of non-reappointment is not eligible for the increase.
  - (2) A faculty member who is on a visiting appointment is not eligible for the increase
  - (3) Those faculty moving into the unit from out-of-unit positions after June 30 for the upcoming Academic Year shall be considered in-unit and receive the compression and inversion salary increase if eligible.
  - (4) Those faculty moving out-of-unit after June 30 but for the upcoming Academic Year shall be considered out-of-unit and shall not receive the compression and inversion salary increase.
  - (5) Those faculty receiving promotions effective for the upcoming Academic Year shall receive salary increases based upon their new base salary for the new rank.
- (a) All compression raises are calculated after the minimum salaries in 28.3 and 28.4 are implemented.
- (b) Adjustment. All calculations are within rank and discipline. The formula for calculating the specific salary increase amount of eligible faculty members is as follows:

(Median salary - current base salary of the faculty member) x (1 + (years-in-rank of the faculty member - average years-in-rank of all faculty earning above the median)  $x = 2.6\%^{1}$ ).

### 28.6 One-time Bonus

(a) Eligibility. An eligible faculty member is one who was hired by and was in pay status by June 30, 2017, continues to be employed with the University through the date of ratification of this Agreement.

<sup>&</sup>lt;sup>1</sup> Note that 2.6% is the actuarial assumption used by UNF administration for predicting average annual employee raises when computing Schedules of Employer Allocations and Pension Amounts based upon Governmental Accounting Standards Board (GASB) 68 standards. For more information, visit: https://flauditor.gov/pages/subjects/university.htm

- (1) A faculty member who was issued a notice of non-reappointment is not eligible for the increase.
- (2) A faculty member who is on a visiting appointment is not eligible for the increase.
- (3) Those faculty moving into the unit from out-of-unit positions after June 30, 2017 for the upcoming Academic Year shall be considered in-unit and eligible for this salary increase.
- (4) Those faculty moving out-of-unit after June 30, 2017 but for the upcoming Academic Year shall be considered out-of-unit and shall not be considered eligible for this salary increase.
- (5) Those faculty receiving promotions effective for the upcoming Academic Year shall receive salary increases/adjustments based upon their new base salary for the new rank.
- (b) Amount. The one-time bonus shall be \$3,000. This bonus shall be contingent on the allocation of funding by the BOG through the performance-based funding model
- 28.7 The University and UFF acknowledge that there are existing gender-based and underrepresented-minority-based disparities in the distribution of faculty salaries at UNF.<sup>2</sup> The University and the UFF agree to jointly form a task force within a month of the ratification of this agreement and conduct a study to be concluded within nine (9) months of the ratification to identify and address the disparities related to gender and underrepresented minorities.

## 28.8 Multiple raises

(a) All raises in this Article shall be calculated independently. A faculty member who is eligible for more than one of these increases shall receive all for which he/she is qualified.

### 28.9 Contract and Grant Funded Increases.

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

<sup>&</sup>lt;sup>2</sup>AAUP Faculty Compensation Survey, published at https://www.insidehighered.com/aaup-compensation-survey

- (b) Nothing contained herein shall prevent faculty members whose salaries are funded by grant agencies from being allotted salary increases higher than those provided in this Agreement.
- 28.10 Salary Adjustments for Faculty on Uncompensated Leave. The base salary of a faculty member returning from uncompensated leave shall be adjusted to reflect all across-the-board pay increases and market increases that the faculty member would have received if he/she had not been on uncompensated leave that were distributed during the period of the faculty member's uncompensated leave.
- 28.11 Payment Option for Nine-Month Faculty. Eligible faculty members shall be provided the option of having their nine-month salary paid over twelve months subject to the following conditions:
  - (a) Not later than August 30 of each academic year, each eligible faculty member may elect, using the form included in Appendix "J-1", to have his/her nine-month salary paid over twelve months.
  - (b) Once a faculty member elects to be paid over twelve months, he/she will not be able to opt out of that option until the next enrollment cycle (i.e., August 1-July 31). See Appendix J-2.
  - (c) Payment would begin effective the start of the new nine (9) month contract.
  - (d) Visiting faculty members are not eligible for this payment option.
- 28.12 Salary upon change in assignment from administration to faculty position
  - (a) New Hire as Administrator If the employee was hired upon initial appointment at UNF as an administrator, his or her new salary will be the median salary of the employees within the same department and rank.
  - (b) Tenured faculty prior to becoming an administrator If the employee was previously a tenured faculty member at UNF prior to becoming an administrator, his/her new salary will be the salary held by the employee immediately prior to the time of the administrative appointment plus any increases he/she would have qualified for had he/she remained in the faculty. These separate compensations will be noted in the appointment letter.
- 28.13 Additional salary increases.

(a) UFF acknowledges that, in order for the University to carry out its mission and deliver quality education and further the development of faculty, the University Administration will from time to time provide faculty with salary

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- increases to meet verified written counter-offers and for litigation/EEO/grievance settlements. UNF shall notify UFF and UFF shall have the right to review and approve any proposed salary increases for individual faculty in response to verified written counter-offers.
- (b) UFF also recognizes that the University Administration will from time to time provide stipends or awards to compensate faculty for short or long term University-related activities, including increased duties and responsibilities. These faculty efforts may include department, college, and University-wide grants, awards, and programmatic activities. The Provost will inform UFF of new stipends or awards as they are established, and UFF may designate such items for future negotiations upon the expiration of the current Agreement.