2015-2016
Supplemental Agreement to the

2013-2016 Collective Bargaining Agreement

between

Florida State University

and

The United Faculty of Florida
Article 23

SALARIES

23.1 Policy.
   (a) The Board and the UFF agree that salary is an important positive factor in the
   recruitment and retention of strong researchers and teachers, and that a salary increase can
   be a powerful positive incentive for meritorious performance.

   (b) Merit-based salary increases and bonuses are based on the duties assigned pursuant
   to Article 9 and the faculty evaluation criteria and procedures established by
   departments/units pursuant to Article 10.

   (c) The President shall, in his or her annual budget request, request the Board of
   Governors to seek from the Florida Legislature recurring funds to be allocated toward
   meritorious performance, correcting market inequities within the faculty, and raising
   average FSU faculty salaries to the national average for top 25 public research universities
   with very high research activity as reflected in the most recent Oklahoma State University
   survey and similar sources as appropriate. The distribution of any salary increase funds
   obtained by the University shall be collectively bargained by the BOT and UFF.

23.2 Categories of Salary Increases.
   (a) Increases to faculty salaries may be awarded in the following categories:
      (1) Promotion increases, pursuant to Section 23.3;
      (2) Sustained Performance Increases, pursuant to 23.4;
      (3) Merit Salary increases/bonuses, pursuant to Section 23.5;
      (4) Market equity increases, pursuant to Section 23.6;
      (5) Awards, pursuant to Section 23.7;
      (6) Legislative increases/bonuses, pursuant to Section 23.8;
      (7) Administrative discretionary increases, pursuant to Section 23.9;
      (8) Other payments, pursuant to Section 23.10.

   (b) Faculty base salaries shall only be modified as provided in this Article and for
   changes between 9- and 12-month appointments as provided in Article 8.5(a).

23.3 Promotion.
   (a) For fiscal year 2013-2014, promotion increases were granted pursuant to Article 14
   in the amount of twelve percent (12%) added to the base salary in recognition of promotion
   to the ranks of Associate in ___, Associate Professor, Associate Curator, Associate
   Scholar/Scientist/Engineer, and Associate University Librarian and in the amount of fifteen
   percent (15%) added to the base salary in recognition of promotion to the one of the ranks
   of Professor, Curator, Scholar/Scientist/Engineer, Research Associate or University
   Librarian. Promotional increases were implemented on August 8, 2013.
(b) For fiscal year 2014-2015, promotion increases were granted pursuant to Article 14 in the amount of twelve percent (12%) added to the base salary in recognition of promotion to the ranks of Associate Professor, Associate Curator, Teaching Faculty II, Instructional Specialist II, Research Faculty II, Associate in Research, and Associate University Librarian and in the amount of fifteen percent (15%) added to the base salary in recognition of promotion to the ranks of Professor, Curator, Teaching Faculty III, Instructional Specialist III, Research Faculty III, Senior Research Associate or University Librarian. Promotional increases were implemented on August 8, 2014.

(c) For fiscal year 2015-2016, promotion increases will be granted pursuant to Article 14 in the amount of twelve percent (12%) added to the base salary in recognition of promotion to the ranks of Associate Professor, Associate Curator, Teaching Faculty II, Instructional Specialist II, Research Faculty II, Associate in Research, and Associate University Librarian and in the amount of fifteen percent (15%) added to the base salary in recognition of promotion to the ranks of Professor, Curator, Teaching Faculty III, Instructional Specialist III, Research Faculty III, Senior Research Associate or University Librarian. Promotional increases shall be implemented have an effective date on of August 710, 2015.

23.4. Sustained Performance Increases.

(a) Sustained performance increases are designed to recognize the high quality performance of eligible senior faculty who have continued to contribute substantially to the University in their assigned areas of teaching, scholarship/creative activity, and service.

(b) For fiscal year 2013-2014, full professors and eminent scholars who have been in rank for seven years and who have been rated as “Satisfactory” on their most recent sustained performance evaluation conducted in accordance with Article 10.8 received a 3% increase to base salary. Those faculty members who have received an SPI are not eligible for another SPI until they receive their next satisfactory sustained performance evaluation. Full professors who received an SPP award in fiscal year 2010-2011 are not eligible for a sustained performance increase during the 2013-2014 fiscal year. Full professors and eminent scholars who have not received a sustained performance evaluation within the past seven years must receive one, pursuant to Article 10.8, in order to be eligible for a sustained performance increase. Sustained performance increases were implemented with an effective date of August 8, 2013.

(c) Fiscal year 2014-2015

(1) Full professors and eminent scholars who have been working at FSU for seven years after their promotion to top rank and who have been rated above “Official Concern” on their most recent sustained performance evaluation conducted in accordance with Article 10.8 shall receive a 3% increase to base salary. Full professors who received an
SPP award in fiscal year 2010-2011 are not eligible for a sustained performance increase during the 2014-2015 fiscal year. Faculty members who have not received a sustained performance evaluation within the past seven years must receive one, pursuant to Article 10.8, in order to be eligible for a sustained performance increase. Sustained performance increases shall be implemented with an effective date of August 8, 2014.

(d) Fiscal year 2015-2016

(1). Full professors and eminent scholars who have been working at FSU for seven years after their promotion to top rank and who have been rated above “Official Concern” on their most recent sustained performance evaluation conducted in accordance with Article 10.8 shall receive a 3% increase to base salary. Full professors who received an SPP award in fiscal year 2010-2011 are not eligible for a sustained performance increase during the 2015-2016 fiscal year. Faculty members who have not received a sustained performance evaluation within the past seven years must receive one, pursuant to Article 10.8, in order to be eligible for a sustained performance increase. Sustained performance increases shall be implemented with an effective date of August 710, 2015.

(2) Research Faculty III, Teaching Faculty III, Senior Research Associate, Instructional Specialist/Teaching-Support Faculty III, University Librarians, and Curators who have been working at FSU for seven years after their promotion to top rank and who have received above “Official Concern” rating in each of the previous seven years annual evaluations shall receive a 3% increase to base salary. Faculty members who have not received a performance evaluation for the most recent of the past seven years must receive one in order to be eligible for a sustained performance increase. Sustained performance increases shall be implemented with an effective date of August 710, 2015.

23.5. Merit Salary Increases / Bonuses. For fiscal year 2013-2014, the amount allocated for recurring merit salary increases was 1.7% distributed as outlined below. For fiscal year 2014-2015, the amount allocated for recurring merit salary increases shall be 1.75% distributed as outlined below. For fiscal year 2015-2016, the amount allocated for recurring merit salary increases shall be 1.7% distributed as outlined below.

(a) Eligibility.

(1) Nine-month faculty members must have been employed by the University in a
salaried position on or before May 7, 2014 and be in active payroll status on August 8, 2014, the effective date of the increase, in order to be eligible.

(2) Twelve-month faculty members must have been employed by the University on or before June 30, 2014 and be in active payroll status on August 8, 2014, the effective date of the increase, in order to be eligible.

(b) Performance Increases.

(1) For fiscal year 2013-2014, in recognition of their high level of performance, eligible faculty members received a recurring 1.1% performance-based pay increase. These increases were implemented on October 1, 2013. These amounts were prorated for part-time faculty members.

(2) Faculty members must have received an overall annual evaluation of “satisfactory” for calendar year 2012 performance in order to be eligible.

(32) For fiscal year 2014-2015, in recognition of their high level of performance, eligible faculty members will receive a recurring $1500 performance-based pay increase. These increases shall be prorated for part-time faculty members. Faculty members must have received an overall annual evaluation of at least “meets FSU’s high expectations” for calendar year 2013 performance in order to be eligible. These increases shall be prorated for part-time faculty members. Faculty members must have received an overall annual evaluation of at least “meets FSU’s high expectations” for calendar year 2014 performance in order to be eligible. These amounts shall be prorated for part-time faculty members. Faculty members must have received an overall annual evaluation of at least “meets FSU’s high expectations” for calendar year 2015 performance in order to be eligible. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These amounts shall be prorated for part-time faculty members. These increases shall be effective one to two (1 to 2) pay periods after the ratification date.

(54) For fiscal year 2015-2016, in recognition of their high level of performance, eligible specialized faculty members shall receive an additional recurring one percent (1%) performance-based pay increase for a cumulative total of one and a half percent (1.5%) added to the base salary as of May 7, 2015, equal to a total of one percent (1%) of the total in-unit faculty salary base, to be distributed as equal amounts to each specialized faculty member. These increases shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These increases shall be prorated for part-time faculty members. These increases shall be effective one to two (1 to 2) pay periods after the ratification date.
(c) Performance Bonuses.

(1) For fiscal year 2014-2015, eligible faculty members will receive a one-time performance bonus. These bonuses will be reflected in the faculty member’s December 12, 2014 paycheck. These amounts shall be prorated for part-time faculty members.

(2) The amount of the performance bonuses will be determined by calculating the difference in E&G funded salaries between the dates of August 8, 2013, and the effective date of the Performance Increases outlined in Section 23.5(b), and shall be equally distributed in lump sum bonuses among eligible faculty members, regardless of funding source.

(Ed) Departmental Merit.

(1) For fiscal year 2013-2014, the amount allocated for recurring departmental merit increases was a total of one-half of one percent (0.5%) of the in-unit salary base, distributed based on the Spring 2013 Annual Merit Evaluation and in compliance with the provisions below. Departmental merit increases were implemented on October 25, 2013.

a. The distribution of departmental merit was made in accordance with the Department/Unit Faculty Evaluation Criteria and Procedures developed pursuant to Article 10.4 (Merit Evaluations).

b. All department plans and lists were subject to approval by the appropriate dean and the provost, who had the authority to reject plans that do not comply with Article 10.4.

(2) For fiscal year 2014-2015, the amount allocated for recurring departmental merit increases shall be a total of one and fifty-five hundredths percent (1.55%) of the in-unit salary base, to be distributed based on the Spring 2014 department/unit Annual Merit Evaluation and in compliance with the provisions below. Departmental merit increases shall be implemented on November 7, 2014.

(3) For fiscal year 2015-2016, the amount allocated for recurring departmental merit increases shall be a total of one and seventy-five hundredths percent (1.75%) two and one half one and two tenths percent (2.51.2%) of the in-unit salary base as of May 7, 2015, to be distributed based on the Spring 2015 department/unit Annual Merit Evaluation and in compliance with the provisions below. Departmental merit increases shall be implemented on [insert date], effective October 9, 2015, provided that the agreement is ratified by August 10, 2015. If the agreement is ratified at a later date, the increases shall be effective forty-five five to six (45 to 56) pay periods after the ratification date.

a. Eligibility.

i. Nine-month faculty members must be employed by the University in a salaried position on or before May 7, 2014 August 8, 2014 and be in active payroll status on August 8, 2014 the effective date of the increase, in order to be eligible.

ii. Twelve-month faculty members must be employed by the University on or before
June 30, 2014 - August 8, 2014 and be in active payroll status on August 8, 2014 the effective date of the increase, in order to be eligible.

iii. The determination regarding eligibility for departmental merit shall be made in accordance with the Department/Unit Faculty Evaluation Criteria and Procedures developed pursuant to Article 10.4 (Merit Evaluations).

iv. All department plans and lists are subject to approval by the appropriate dean and the provost, who have the authority to reject plans that do not comply with Article 10.4.

Deans’ Merit.

(1) For fiscal year 2013-2014, the amount allocated for recurring dean’s merit increases was a total of 0.1% of the in-unit salary base and will be used implemented on October 25, 2013.

a. The deans distributed these increases to in-unit faculty members to recognize meritorious performance (including differential departmental performance) to department chairs, faculty members who report directly to deans, and other faculty members.

(2) For fiscal year 2014-2015, the amount allocated for recurring dean’s merit increases shall be a total of .2% of the in-unit salary base and will be used implemented on November 7, 2014.

a. The deans shall distribute these increases to in-unit faculty members to recognize meritorious performance (including differential departmental performance) to department chairs, faculty members who report directly to deans, and other faculty members.

(3) For fiscal year 2015-2016, the amount allocated for recurring dean’s merit increases shall be a total of 0.5% of the in-unit salary base and shall be implemented on [insert date].

a. The deans shall distribute these increases to in-unit faculty members to recognize meritorious performance (including differential departmental performance) to department chairs, faculty members who report directly to deans, and other faculty members.

(3) For fiscal year 2015-2016, the amount allocated for recurring dean’s merit increases shall be a total of thirty-five hundredths percent (0.35%) of the in-unit salary base as of May 7, 2015, and shall be effective October 9, 2015, provided that the agreement is ratified by August 10, 2015. If the agreement is ratified at a later date, the increases shall be effective five to six (5 to 6) pay periods after the ratification date.

(4) Deans’ Merit Bonus. For fiscal year 2013-2014, non-recurring merit bonuses were awarded proportionately in each department/unit in the amount of $600 to 35% of in-unit faculty in each department/unit in June 2014. The determination of the recipients will be made by deans/directors, and will take into account department/unit merit ratings from Spring 2013.

23.6. Market Equity. Not applicable. The UFF and the University acknowledge and agree
that recruiting and maintaining a top-quality faculty requires market equity with peer
institutions. The University and the UFF shall periodically assess market equity in relation
to faculty salaries at aspirational peer institutions, which are among the top 25 public US
universities, members of the American Association of Universities, and “Very High
Research Universities” category in the Oklahoma State University annual Faculty Salary
Survey (OSU Salary Survey). Market equity shall be based on position, rank, discipline,
experience, and performance.

(a) Eligibility. For purposes of Section 23.6, for fiscal year 2015-2016, “eligible faculty
members” shall include in-unit Eminent Scholars, Full Professors, Associate Professors,
and Assistant Professors. A faculty member in a visiting position is not eligible for the
Market Equity increase.

(1) Nine-month faculty members must have been employed by the University in a
salaried position as of August 8, 2014, and be in active payroll status on August 10, 2015 the
effective date of the increase, in order to be eligible. Twelve-month faculty members must
have been employed by the University in a salaried position as of August 8, 2014, and be
in active payroll status on August 10, 2015 the effective date of the increase, in order to be
eligible.

(2) Any faculty member who has received (1) an overall rating of
“Unsatisfactory,” “Inadequate,” or “Does Not Meet FSU’s High Expectations” on any
annual evaluation in the last 7 years, or (2) more than one overall rating of “Official
Concern” in the last 7 years, will be ineligible for a Market Equity increase. Additionally,
any faculty member who has received a notice of contract non-renewal will be ineligible
for a Market Equity increase.

(b) CIP Code Determination. The Provost, in consultation with the Office of Faculty
Development and Advancement, shall assign each eligible faculty member a
“Classification of Instructional Program 2010” (CIP) code reflecting her/his major
discipline as of December 1, 2014. CIP codes are maintained by the National Center for
Education Statistics. (http://nces.ed.gov/ipeds/cipcode/).

(1) The CIP code must correspond to a degree program offered by the University.
Eligible faculty members shall be assigned a CIP code corresponding to a degree program
offered by the faculty member’s “Tenure Home” department. For interdisciplinary faculty
members, the CIP code most closely reflecting the majority of their effort shall be used.

(2) The assignment of the CIP code shall not be subject to grievance under this
Agreement, but shall be reviewable under the procedures set forth in Section 23.6(i).

(c) Total Salary. The “total salary” for eligible faculty members shall include the annual
salary, excluding summer salary for nine-month faculty members, measured as of
December 1, 2014, plus any payments from Direct Support Organizations made during the
2014-2015 academic year, plus the salary earned from overload appointments during the
2014-2015 academic year when that faculty member has received the appointment
consistently for three (3) academic years.
(d) Nine-Month Equivalent Salary. The “nine-month equivalent salary” for eligible nine-month faculty members is the total salary as defined in Section 23.6 (c). For eligible twelve-month faculty members, the nine-month equivalent salary is the total salary as defined in Section 23.6 (c), multiplied by 0.818 (9/11).

(e) Base Equity Salary. A “base equity salary” shall be established for each eligible faculty member, which shall be the nine-month mean salary for the corresponding rank and CIP code from the annual OSU Salary Survey for “Very High Research Universities,” prorated by FTE. For purposes hereunder, the rank of Eminent Scholar shall be combined with the rank of Full Professor.

(f) Target Equity Salary. A “target equity salary” shall be established for each eligible faculty member. This figure shall be the base equity salary determined from Section 23.6(e), adjusted for the following:

(1) A years-in-rank adjustment shall be made, which shall be plus or minus, as appropriate, one percent (1.0%) of the base equity salary multiplied by the difference between the faculty member’s number of years in their current rank at FSU and the average years in that rank at FSU for all eligible faculty members under this section. The average years in rank for eligible Associate Professors shall be 4 years. Eligible Associate Professors shall not receive credit in the form of a years-in-rank adjustment for their time in rank at FSU over 8 years.

(2) In addition, for eligible faculty members who have received any departmental or deans’ merit increase from August 9, 2005 through December 31, 2014, the total amount of such merit increases shall be added to the faculty member’s target equity salary.

(g) Equity Salary Difference. The “equity salary difference” for each eligible faculty member is the difference between the faculty member’s target equity salary as defined in section 23.6(f) and their nine-month equivalent salary as defined in section 23.6(d). If this figure is less than zero, the equity salary difference is defined as zero.

(1) For eligible twelve-month faculty members, this value is multiplied by 1.222 (or 11/9).

(h) Distribution.

(1) For fiscal year 2015-2016, the total E&G funds available for Market Equity purposes shall be $2.0 million ($2,000,000).

(2) The Needed Market Equity for the University is defined herein as the sum of the “equity salary differences,” as defined in Section 23.6(g), for all eligible E&G-funded faculty.

(3) The Available Market Equity Ratio is defined herein as the total funds available for Market Equity purposes, as described in Section 23.6(h)(1), divided by the Needed Market Equity for the University.

(4) The Market Equity Increase for an eligible faculty member shall be equal to the Available Market Equity Ratio multiplied by the faculty member’s equity salary...
(5) The maximum increase for an eligible faculty member shall be $10,000. The
remaining funds available after the cap is applied shall be distributed to the remaining
eligible faculty members by multiplying the Available Market Equity Ratio by the
remaining faculty member’s “equity salary difference”.
(6) The increases shall be effective September 25, 2015, provided that the
agreement is ratified by August 10, 2015. If the agreement is ratified at a later date, the
increases shall be effective four to five (4 to 5) pay periods after the ratification date.
(i) CIP Code Assignment Review Procedure. An eligible faculty member may
request a review of her or his CIP code determination by submitting a written request to
the Vice President for Faculty Development and Advancement. The request shall contain
a general description of the determination in question and copies of relevant
documentation. Upon receipt of a request, the determination shall be reviewed by a joint
committee composed of three members selected by the Vice President for Faculty
Development and Advancement and three faculty representatives selected by the UFF-
FSU. Within 15 days of receiving the request, the committee shall review the request, make
a decision regarding the determination, and notify the faculty member. In the event that the
committee vote results in a tie, a mutually agreed upon chairperson will be selected by the
committee and shall make the final determination. The decision of the committee shall be
final and binding.

23.7. Awards.
(a) The Board may provide stipends in supplement of base salary and one-time bonuses
for the following awards:
(1) University or College Teaching Awards;
(2) University Advising Awards;
(3) Robert O. Lawton Distinguished Professor;
(4) Developing Scholar Awards;
(5) Distinguished Research Professor;
(6) Graduate Faculty Mentor Awards;
(7) Superior Liberal Studies Honors Teaching Awards;
(8) Foundation Awards for Faculty Recognition;
(9) Distinguished University Scholar Awards;
(10) Honors Thesis Mentor Awards;
(11) Post-doc Faculty Mentor Awards;
(12) Compensation may be provided with newly established awards, subject to
collective bargaining.

(b) At the end of each academic year, the Board shall provide the UFF with a complete
list, in a mutually agreeable electronic format, of all awards made under this section during
the previous twelve (12) month period. For each such increase, the list shall provide the
name and classification/rank of the individual receiving the award, the nature of the award
(stipend or one-time bonus), the name of the award, and the amount of the award.

[Signatures]
Renishia Gibbs
Co-Chief Negotiator
FSU – BOT
Date

Michael Mattimore
Co-Chief Negotiator
FSU – BOT
Date

Irene Padavic
Co-Chief Negotiator
UFF – FSU Chapter
Date

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter
Date
(c) Each year, at the same time as the Board provides the list described in (b) above, the Board shall provide the UFF with copies of the selection criteria and procedures for all awards named in said list.

23.8 Legislative Increases/Bonuses.

(a) Competitive pay adjustments fiscal year 2013-2014. Legislation providing for recurring increases of $1000 for faculty members paid more than $40,000 annual salary rate as of September 30, 2013 and recurring increases of $1400 for faculty members paid $40,000 or less annual salary rate as of September 30, 2013 were implemented on October 1, 2013. The amounts were prorated for part-time faculty members.

(b) Merit Bonuses for fiscal year 2013-2014 were distributed in accordance with 23.5(e) Deans’ Merit Bonus.

(c) If the Legislature appropriates any funds for salary increases or bonuses, the disposition of those funds shall be subject to negotiation between the BOT and the UFF.

23.9 Administrative Discretionary Increases.

(a) For fiscal years 2013-2014, and 2014-2015, and 2015-2016, the University may provide salary increases beyond the increases specified above under this section not to exceed one percent (1%) of the total salary rate of faculty members who are in an employment relationship with the University on the first day of May immediately preceding the beginning of the fiscal year for the circumstances listed in 23.9. For fiscal years 2015-2016, the University may provide salary increases beyond the increases specified above under this section not to exceed one half of one percent (1%) (0.5%) of the total salary rate of faculty members who are in an employment relationship with the University on the first day of May immediately preceding the beginning of the fiscal year for the circumstances listed in 23.9:

(1) Counter-offers made in response to verified written offers from comparable or aspirational educational and research institutions.

(2) Endowed/named chairs at the time they are awarded.

(3) Extraordinary accomplishments recognized by the national or international academic or professional community or recognition internal to the University, that are substantially beyond the minimum performance criteria for the top departmental merit category as approved by the faculty according to Article 10.

(4) Equity adjustments to correct salary inversions and compression relative to rank and history of annual performance evaluations. For tenured or tenure-earning faculty members equity adjustments shall follow the principles set forth in the Market Equity and FSU Faculty Salaries Report of the Joint Study Group, dated January 24, 2007, and, for all faculty members, will be based on written criteria and procedures published by the dean of each college/unit and provided to the UFF Chapter at least 45 days before implementation.

(5) Increased duties and responsibilities. A salary increase may be awarded to a faculty member for a substantial increase in duties or responsibilities, such as service as a...
department chair or an analogous responsibility.

(6) Recognition for Distinguished Faculty. This category is designated to recognize exceptional performance of faculty members. The University may provide salary increases to faculty members for extraordinary performance. For faculty members in tenured or tenure-seeking positions, the University may assign the title of “Assistant/Associate Professor with Distinction” or “Distinguished Professor” to the recipients of these increases. For faculty members in “Specialized Faculty” positions, the University may assign the words “With Distinction” after the title that the faculty member currently holds.

(7) Notice shall be given of any discretionary increases that are approved by the administration but fall outside of the categories listed above or are to be effective after June 30, 2015. The UFF will have 15 days from the date of receipt to object to the increase. If an objection is made, the increase shall not be implemented.

(b) Within thirty (30) days after the effective date, or as soon as practicable, the University shall provide to the UFF a written notification of each Administrative Discretionary Increase. The notification shall state the name of the faculty member, the rank and discipline of the faculty member, the amount of the increase and the reason for the increase. The report shall include the following supporting evidence:

(1) For counter-offers, a copy of the verified written offer.

(2) For endowed/named chairs, a copy of the criteria and procedures for the award of the chair.

(3) For extraordinary accomplishments, an explanation of how the accomplishments exceed the minimum criteria for the top merit category of the department/unit; or in instances where the extraordinary accomplishment is an external award or similar, the specific external award or alternative criteria which is considered “prestigious” or “highly prestigious.”

(4) For equity adjustments, the salaries and history of annual accomplishments of the group(s) relative to which the inequity is to be corrected.

(5) For increased duties and responsibilities, the signed annual Assignments of Responsibilities for the year preceding the change and the new one reflecting the increased duties and responsibilities.

(6) For recognition of distinction, the specific external award or alternative criteria which justifies the designation of “Distinguished” or “with Distinction.”

(c) Any court-ordered or court-approved salary increase or any salary increase to settle a legitimate broad-based employment dispute shall not be subject to the terms and limitations of this section.

(d) With the exception of section 23.9(a)(7), the discretion to grant all other salary increases authorized by this section shall cease on June 30, 2015, and shall not survive such expiration as part of the status quo.
(e) All documents provided to the UFF under section 23.9 shall be in electronic format and delivered to two representatives designated by the UFF.

23.10 Other Payments. Not applicable.

23.11 Report to Faculty Members. All faculty members shall receive notice of their salary increase on the Appendix G form or by an amended employment contract within two weeks of the effective date or as soon thereafter as practicable. Faculty members may review their pay histories by accessing the myFSU portal, opening the “Human Resources” link, and then opening the “Compensation History” link.

23.12 Report to the UFF.

(a) No later than fifteen (15) days after a pay period in which a salary increase (including increases to base rate, awards, and bonuses) is reflected, the Board shall report to the UFF in a mutually agreed electronic format a list of all faculty salary increases reflected in that pay period.

(b) The report shall be formatted in easily readable columns and shall include:
   (1) the name of each faculty member;
   (2) the name of the department/unit;
   (3) the rank of the faculty member;
   (4) the date of promotion or appointment of the faculty member to the rank;
   (5) the faculty member’s previous year’s salary rate;
   (6) the amount received in each salary increase category during the previous twelve months, according to categorization of salary increases identified in this agreement;
   (7) the faculty member’s new salary rate.

(c) A printed copy of each department’s portion of the report shall be placed on file in the department, available upon request to any faculty member of the department, as well as in the main library, along with the documents prescribed in Article 7.

23.13 Contract and Grant-Funded Increases.

(a) Faculty members on contracts or grants shall receive salary increases equivalent to similar faculty members on regular 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.

(b) Nothing contained herein shall prevent faculty members whose salaries are funded by grant agencies from being allotted raises higher than those provided to other faculty members under this Agreement, subject to the approval of the University President or designee. For example, market equity adjustments pursuant to 23.9(a)(4) may be awarded to employees funded by grants.

23.14 Grievability. Unless provided for otherwise in this Article, the only issues to be addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are
whether there is unlawful discrimination under Article 6, or whether there is incorrect
application of the provisions of one or more sections of this Article. No grievance may be
brought disputing an administrator’s or an advisory committee’s evaluative judgment of a
faculty member’s merit.

23.15 Upon request the BOT will offer assistance to faculty members who wish to reserve
salary dollars earned for time periods when they do not have an appointment with the
university by providing the appropriate calculation for deductions to the faculty member
as well as guidance on establishing personal direct deposits via the payroll system.

23.16 Any waiver of some or all of the right to bargain over the salaries or other
compensation of bargaining unit employees contained in this Article, excluding
administrative discretionary increases pursuant to Section 23.9(a)(7), shall expire on June
30, 2015.

[Signatures]
Article 30

AMENDMENT AND DURATION

30.1 Effective Date. The Agreement shall become effective on the date it is ratified by both parties and remain in effect through June 30, 2016.

(a) Renegotiations for the agreement term July 1, 2015 through June 30, 2016 shall begin no later than May 1, 2015, and shall include Articles 23 and 30 and up to two additional articles to be chosen by each party.

(b) The parties may agree to include other subjects in their renegotiations.

30.2 Amendments. In the event the Board and the UFF negotiate a mutually acceptable amendment to this Agreement, such amendment shall be put in writing and become part of this Agreement upon ratification by both parties.

30.3 Notice. Either party may reopen articles in accordance with Section 30.1 by providing written notice by April 1st of the contract year. Notices hereunder shall be provided in writing and shall be addressed to the President of the FSU Chapter of the United Faculty of Florida and to the Board of Trustees of Florida State University at the Human Resources Office.

30.4 Negotiations for the agreement term July 1, 2016 through June 30, 2019 shall begin no later than March 1-May 15, 2016.

(a) Parties shall inform the other party in writing by February 1-April 15, 2016 of any articles to be negotiated.

(b) Any article not listed shall be maintained unchanged in the new agreement.

(c) Any article may be opened for negotiation at a later date by mutual agreement of the parties.
MEMORANDUM OF AGREEMENT
BETWEEN
FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES
AND
THE UNITED FACULTY OF FLORIDA – FACULTY UNIT

Promotions

WHEREAS, The Florida State University Board of Trustees (hereinafter “Board”) and the United Faculty of Florida (hereinafter “UFF”) are engaged in good faith collective bargaining;

WHEREAS, the Board and the UFF acknowledge progress in these negotiations but recognize that negotiations for a collective bargaining agreement may not be completed prior to the issuance of the 2015-2016 annual contracts to the faculty;

WHEREAS, the Board and the UFF agree that it would be in the interest of Florida State University to administer promotional increases without delay in conjunction with annual contracts; and

WHEREAS, the Board and the UFF agree that the issue is a continuation of the existing contract solely in regard to the Promotion Increases section;

NOW, THEREFORE, it is understood and agreed to the following:

1. Promotion increases will be granted pursuant to Article 14 in the amount of twelve percent (12%) added to the base salary in recognition of promotion to the ranks of Research Faculty II, Teaching Faculty II, Instructional Specialist II, Associate in Research, Associate Professor, Associate Curator, and Associate University Librarian; and in the amount of fifteen percent (15%) added to the base salary in recognition of promotion to the ranks of Professor, Research Faculty III, Teaching Faculty III, Instructional Specialist III, Senior Research Associate, Curator, and University Librarian.

2. This agreement regarding the 2015-2016 promotional increases shall not constitute a precedent with respect to the continuation of any future promotional increases or for the resolution of any other disputes between the parties. Nor by entering into this agreement shall the parties waive or relinquish any right they may have to enforce the contract with respect to any future disputes.

For the Board:

Renisha Gibbs
Co-Chief Negotiator
FSU-BOT

Date

Irene Padavic
Co-Chief Negotiator
UFF

For the UFF:

Michael Mattimore
Co-Chief Negotiator
FSU-BOT

Date

Scott Hannahs
Co-Chief Negotiator
UFF

Date
MEMORANDUM OF AGREEMENT

BETWEEN

FLORIDA STATE UNIVERSITY BOARD OF TRUSTEES

AND

THE UNITED FACULTY OF FLORIDA - FACULTY UNIT

Winter Break Leave

WHEREAS, The Florida State University Board of Trustees (hereinafter “Board”) and the United Faculty of Florida (hereinafter “UFF”) agree to implement a winter break leave policy for December 2015;

NOW, THEREFORE, it is understood and agreed, as follows:

1. The Board acknowledges the obligation to bargain wages, hours, and other terms and conditions of employment pursuant to Chapter 447, Florida Statutes.

2. With regard to the December 2015 Winter Break policy, the UFF agrees to the Board implementing the Winter Break for in-unit faculty members as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 24, 2015</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>December 25, 2015</td>
<td>Regular Holiday</td>
</tr>
<tr>
<td>December 28, 2015</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>December 29, 2015</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>December 30, 2015</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>December 31, 2015</td>
<td>Winter Break Holiday</td>
</tr>
<tr>
<td>January 1, 2016</td>
<td>Regular Holiday</td>
</tr>
</tbody>
</table>

3. Winter Break holidays are paid holidays. Generally speaking, the University will be closed during this time; however, essential services of the University must continue. Any 12-month Faculty required by the department head to work during the Winter Break days may earn “Winter Break” compensatory leave to be used by the end of the fiscal year.

4. A primary goal for Winter Break is to optimize our utility management. It is the intent of the University to close down all facilities to the extent possible. Faculty should contact their supervisors, if necessary, regarding access to University facilities and resources required for their critical work and research during this time period. The University will work with faculty members to provide reasonable facilities accommodations in support of their critical work and research while balancing the University’s need for utility management.

5. This agreement regarding the December 2015 Winter Break policy, or any prior winter break policy, shall not constitute a precedent with respect to any future break leaves or for the resolution of any other disputes between the parties, nor by entering into this agreement shall the UFF waive or relinquish any right it may have to enforce its contract with respect to any future disputes.

For the Board:

Renisha Gibbs  
Co-Chief Negotiator
FSU-BOT

Date: 7-18-15

For the UFF:

Irene Padavic  
Co-Chief Negotiator
UFF

Date: 7-8-15

Scott Hannahs  
Co-Chief Negotiator
UFF

Date: 7-8-15
IN WITNESS THEREOF, the parties have set their signatures this 13th day of August, 2015.

FLORIDA STATE UNIVERSITY
BOARD OF TRUSTEES

John Thrasher, President
Florida State University

Renisha Gibbs, Co-Chief Negotiator
FSU Board of Trustees

Michael Mattimore, Co-Chief Negotiator
FSU Board of Trustees

UNITED FACULTY OF FLORIDA

Matthew Lata, President
United Faculty of Florida – FSU Chapter

Irene Padavic, Co-Chief Negotiator
United Faculty of Florida – FSU Chapter

Scott Hannahs, Co-Chief Negotiator
United Faculty of Florida – FSU Chapter

Tom Wazlavek, Service Unit Director
United Faculty of Florida- NWFL Region

Sally McRorie
Kyle Clark
Carolyn Egan
Janet Kistner
Lynn Hogan
Lisa Scales
Rebecca Peterson
Amber Pursley

Jennifer Proffitt
Jack Fiorito
Michael Buchler
Robin Goodman
Nancy Kellett
Tom Wazlavek