

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 ~~2019-2020~~2020-2021, 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 have an effective date of the first day of the academic year.

23.4 Sustained Performance Increases.

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

42 (b) Eligibility. ~~Nine-month~~ Faculty members must have been employed by the University in
43 the top rank or promoted to the top rank on or before August 31, ~~2012-2013~~, and be in active
44 payroll status on the effective date of the increase in order to be eligible. ~~Twelve-month faculty~~
45 ~~members must have been employed by the University in the top rank or promoted to the top rank~~
46 ~~on or before August 31, 2012-2013 in order to be eligible.~~

47 (1) For fiscal year ~~2019-2020~~2020-2021, eligible faculty members in the top ranks of
48 ~~Full professors and eminent scholars who have seven years of continuous University service~~
49 ~~after their promotion to top rank, or after their previous Sustained Performance Increase, and~~
50 ~~who received a Sustained Performance Evaluation in 2019 as specified in Article 10.8 of the~~
51 ~~2018-2019 have been rated above "Official Concern" in each of the previous seven years' annual~~
52 ~~performance evaluation in accordance with Article 10.3 CBA shall receive a 3% increase to base~~
53 ~~salary. Sustained Performance Increases shall have an effective date of August 8, 2019~~2020.

54 (2) For fiscal year ~~2019-2020~~2020-2021, eligible faculty members in the top ranks of
55 Professor, Eminent Scholar, Research Faculty III, Teaching Faculty III, Senior Research
56 Associate, Instructional Specialist III, University Librarian, and Curator who have seven years of
57 continuous University Service after their promotion to top rank or after their previous Sustained
58 Performance Increase, and who have been rated above "Official Concern" in each of the
59 previous seven years' annual performance evaluation in accordance with Article 10.3 shall
60 receive a 3% increase to base salary. Sustained performance increases shall have an effective
61 date of ~~August 8, 2019~~, 2020 the first day of the academic year.

62 23.5 Merit Salary Increases.

63 (a) Eligibility.

64 (1) ~~Nine-month~~ Faculty members must have been employed by the University in a
65 salaried position on or before September 10, ~~2018-2019~~ and be in active payroll status on the
66 effective date of the increase, in order to be eligible.

67 (2) ~~Twelve-month faculty members must have been employed by the University on or~~
68 ~~before September 10, 2018-2019 and be in active payroll status on the effective date of the~~
69 ~~increase, in order to be eligible.~~

70 (3) Faculty members must have received an overall annual evaluation of at least "Meets
71 FSU's High Expectations" for calendar year ~~2018-2019~~ performance in order to be eligible.
72 ~~Additionally, any faculty member who has received a notice of contract non-renewal will be~~
73 ~~ineligible for a Merit Salary increase. Additionally, any faculty member who has received a~~
74 notice of contract non-renewal will be ineligible for a Merit Salary increase.

75 (b) Performance Increases.

76 (1) For fiscal year ~~2019-2020~~2020-2021, in recognition of their high level of
77 performance, eligible faculty members will receive a one-time non-recurring performance
78 increase in the amount of ~~\$1,500,500 one thousand five hundred and fifty 1,500,750 one thousand~~
79 ~~five hundred dollars (\$1,500), prorated by FTE, effective September 6, 2019~~September 4,
80 ~~2020~~TBD<insert date> September 18, 2020. Upon resolution of the 2020-2021 State of Florida
81 Legislative Session, the University shall implement a performance increase as recurring salary

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82 ~~increase in the amount of \$1,500, prorated by FTE, effective August 7, 2020, with the following~~
83 ~~condition: the University must receive an E&G appropriation that provides a minimum of four~~
84 ~~million dollars (\$4,000,000) in new funding, in which the newly allocated monies are funds~~
85 ~~appropriated by the State Legislature, including General Revenue, Tuition and Fees, and Lottery~~
86 ~~which are available and legally authorized for such purposes. The University shall implement a~~
87 ~~performance increase as a recurring salary increase in the amount of one thousand five hundred~~
88 ~~dollars (\$1,500) if as of June 30, 2021, the University has received the full E&G funding,~~
89 ~~including General Revenue, Tuition and Fees, and Lottery, as appropriated on June 20, 2020.~~

90 ~~(2) In recognition of their high level of performance, eligible faculty members will~~
91 ~~receive a recurring salary increase in the amount of one thousand five hundred dollars (\$1,500),~~
92 ~~with the following condition: the University must receive E&G funding including General~~
93 ~~Revenue, Tuition and Fees, and Lottery that are available and legally authorized for such~~
94 ~~purposes, for the full fiscal year as of June 30, 2021 that is no less than four million dollars~~
95 ~~(\$4,000,000) below that appropriated as of June 20, 2020.~~

96 ~~(232) For fiscal year 2020-2021, faculty members who received the \$1,500 non-recurring~~
97 ~~performance increase under Section 23.5 (b) of the 2019-2020 Agreement, and were employed~~
98 ~~as of August 7, 2020 are currently employed, will received an equivalent increase to base salary,~~
99 ~~effective August 7, 2020. No other across the board recurring increases will be provided in fiscal~~
100 ~~year 2020-2021. No other across the board recurring increases will be provided in fiscal year~~
101 ~~2020-2021.~~

102 (c) Departmental Merit.

103 (1) The determination of eligibility and distribution of departmental merit will be made in
104 accordance with the Department/Unit Faculty Evaluation Criteria and Procedures developed
105 pursuant to Article 10.4 (Merit Evaluations). All department plans and lists are subject to
106 approval by the appropriate dean and the Provost, who has the authority to reject the plans that
107 do not comply with Article 10.4.

108 (2) For fiscal year ~~2019-2020~~2020-2021, Departmental Merit increases shall not be
109 implemented.
110

111 ~~(d) Deans' Merit.~~

112 ~~(1) The deans shall distribute these increases to in unit faculty members to recognize~~
113 ~~meritorious performance. The plans and lists for the distribution of deans' merit increases are~~
114 ~~subject to approval by the Provost, who has the authority to reject them.~~

115 ~~(2) For fiscal year 2019-2020~~2020-2021, ~~Dean's Merit increases shall not be~~
116 ~~implemented.~~

117 ~~(d) Deans' Merit.~~

118 ~~(1) The deans shall distribute these increases to in unit faculty members to recognize~~
119 ~~meritorious performance. The plans and lists for the distribution of deans' merit increases are~~
120 ~~subject to approval by the Provost, who has the authority to reject them.~~

121 ~~(2) For fiscal year 2020-2021, Dean's Merit increases shall not be implemented.~~
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123 23.6 Market Equity. The UFF and the University acknowledge and agree that recruiting and
124 maintaining a top-quality faculty requires market equity with peer institutions. The University

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125 and the UFF shall periodically assess market equity in relation to faculty salaries at aspirational
126 peer institutions, which are among the top 25 public US universities, members of the American
127 Association of Universities, and “Very High Research Universities” category in the Oklahoma
128 State University annual Faculty Salary Survey (OSU Salary Survey). Market equity shall be
129 based on position, rank, discipline, experience, and performance. For ~~Fiscal Year 2019-~~
130 ~~2020-2021, market equity increases shall not be implemented. the total E&G funds~~
131 ~~available for Market Equity purposes shall be five hundred thousand dollars (\$500,000). The~~
132 ~~fiscal year 2020-2021 market equity increases shall be effective October 6, 2020~~ market equity
133 ~~increases shall not be implemented.~~

134 (a) Eligibility. For purposes of Section 23.6, for fiscal year ~~2020-2021~~ ~~2017-2018~~ ~~2017-~~
135 ~~2018~~ ~~2020-21~~, “eligible tenured and tenure-track faculty members” shall include in-unit Eminent
136 Scholars, Full Professors, Associate Professors, and Assistant Professors. “Eligible specialized
137 faculty members” shall include in-unit Teaching Faculty I, II, and III; Research Faculty I, II, and
138 III; Assistant University Librarians, Associate University Librarians and University Librarians. A
139 faculty member in a visiting position is not eligible for the Market Equity increase.

140 (1) ~~Nine month faculty members must have been employed by the University in a~~
141 ~~salaried position as of September 10, 2016, and be in active payroll status on the effective date of~~
142 ~~the increase, in order to be eligible. Twelve month f~~ faculty members must have been employed
143 by the University in a salaried position as of September 10, 201~~9~~~~6~~, and be in active payroll status
144 on the effective date of the increase, in order to be eligible.

145 (2) Any faculty member who has received (1) an overall rating of “Unsatisfactory,”
146 “Inadequate,” or “Does Not Meet FSU's High Expectations” on any annual evaluation in the last
147 7 years, or (2) more than one overall rating of “Official Concern” in the last 7 years, will be
148 ineligible for a Market Equity increase. Additionally, any faculty member who has received a
149 notice of contract non-renewal will be ineligible for a Market Equity increase.

150 (b) CIP Code Determination. The Provost, in consultation with the Office of Faculty
151 Development and Advancement, shall assign each eligible faculty member a “Classification of
152 Instructional Program ~~2012-2020~~” (CIP) code reflecting her/his major discipline as of December
153 1, 201~~9~~~~6~~~~9~~. CIP codes are maintained by the National Center for Education Statistics.
154 (<https://nces.ed.gov/ipeds/cipcode/>) (~~http://nces.ed.gov/ipeds/cipecode/~~).

155 (1) The CIP code must correspond to a degree program offered by the University.
156 Eligible tenured and tenure track faculty members shall be assigned a CIP code corresponding to
157 a degree program offered by the faculty member's “Tenure Home” department. For
158 interdisciplinary faculty members and specialized faculty members, excluding librarians, the CIP
159 code most closely reflecting the majority of their effort shall be used.

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

162 (c) Total Salary. The “total salary” for eligible faculty members shall include the base salary,
163 measured as of December 1, 201~~9~~~~6~~~~6~~, plus any payments from Direct Support Organizations
164 made during the 201~~9~~~~6~~~~9~~~~6~~-~~2020~~~~2017~~~~17~~ academic year, plus the salary earned from overload
165 appointments during the ~~20166-2017~~~~2017~~~~2019-2020~~ academic year when that faculty member
166 has received the appointment consistently for three (3) academic years.

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167 (d) Nine-Month Equivalent Salary. The “nine-month equivalent salary” for eligible nine-
 168 month faculty members is the total salary as defined in Section 23.6(c). For eligible twelve-
 169 month faculty members, the nine-month equivalent salary is the total salary as defined in Section
 170 23.6(c), multiplied by 0.818 (9/11).

171 (e) Base Equity Salary. A “base equity salary” shall be established for each eligible faculty
 172 member, which shall be the nine-month mean salary for the corresponding rank and CIP code
 173 from the ~~FY 2013 2014~~ most recent FY 2013 2014 ~~most recent~~ OSU Salary Survey for “Very
 174 High Research Universities,” prorated by FTE. For purposes hereunder, the rank of Eminent
 175 Scholar shall be combined with the rank of ~~Full~~ Professor.

176 (1) For Teaching Faculty I and Research Faculty I, the corresponding rank and base
 177 equity salary shall be “Other Faculty” for “Very High Research Universities,” prorated by FTE.

178 (2) For Teaching Faculty II and Research Faculty II, the corresponding base equity salary
 179 will be the base equity salary determined for Level 1 specialized faculty, specified in 23.7(e)(1),
 180 multiplied by 1.12.

181 (3) For Teaching Faculty III and Research Faculty III, the corresponding base equity
 182 salary will be the base equity salary determined for Level 2 specialized faculty, specified in
 183 23.7(e)(2), multiplied by 1.15.

184 (4) For Assistant University Librarians, Associate University Librarians and University
 185 Librarians, the “base equity salary” shall be the median salary for the corresponding rank from
 186 the most recent Association of Research Libraries (ARL) Annual Salary Survey for “Three Step
 187 Rank Structures, ~~FY 2013 2014 2014~~”, as specified in Figure 6(b) of the survey, prorated
 188 by FTE.

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

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

198 (2) In addition, for eligible faculty members who have received any departmental or
 199 deans' merit increase from August 9, 2005 through December 31, 201~~9~~5, the total amount of
 200 such merit increases shall be added to the faculty member's target equity salary.

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

205 (1) For eligible twelve-month faculty members, with the exception of the three Librarian
 206 ranks, this value is multiplied by 1.222 (or 11/9).

207 (h) Distribution.

208 (1) Distribution pools for tenured and tenure-track faculty shall be separate from
 209 distribution pools for specialized faculty.

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210 (2) The Needed Market Equity for each distribution pool is defined herein as the sum of
211 the “equity salary differences,” as defined in Section 23.6(g), for all eligible E&G-funded faculty
212 in that distribution pool, as of August 7, 20~~2017~~²⁰¹⁷.

213 (3) The Available Market Equity Ratio for each distribution pool is defined herein as the
214 total funds available for Market Equity purposes in that pool, as described in Section 23.6(h)(1),
215 divided by the Needed Market Equity, as of August 7, 20~~2017~~²⁰¹⁷, for each distribution pool.

216 (4) The Market Equity Increase for an eligible faculty member shall be equal to the
217 Available Market Equity Ratio for their respective distribution pool multiplied by the faculty
218 member's equity salary difference.

219 (5) The maximum increase for an eligible tenured or tenure-track faculty member shall
220 be \$3,000. The maximum increase for an eligible specialized faculty member, as defined in
221 23.6(a), will be \$1,500. The remaining funds available after the cap is applied shall be distributed
222 to the remaining eligible faculty members in their respective distribution pool by multiplying the
223 Available Market Equity Ratio for that pool by the remaining faculty member's “equity salary
224 difference.”

225 ~~(6) The 2017-2018 increases shall be effective October 6, 2017.~~

226 (i) CIP Code Assignment Review Procedure. An eligible faculty member may request a
227 review of her or his CIP code determination by submitting a written request to the Vice President
228 for Faculty Development and Advancement. The request shall contain a general description of
229 the determination in question and copies of relevant documentation. Upon receipt of a request,
230 the determination shall be reviewed by a joint committee composed of three members selected
231 by the Vice President for Faculty Development and Advancement and three faculty
232 representatives selected by the UFF-FSU. Within 15 days of receiving the request, the committee
233 shall review the request, make a decision regarding the determination, and notify the faculty
234 member. In the event that the committee vote results in a tie, a mutually agreed upon chairperson
235 will be selected by the committee and shall make the final determination. The decision of the
236 committee shall be final and binding.

237 23.7 Awards.

238 (a) The Board may provide stipends in supplement of base salary and one-time bonuses for
239 the following awards:

- 240 (1) University or College Teaching Awards;
- 241 (2) University Advising Awards;
- 242 (3) Robert O. Lawton Distinguished Professor;
- 243 (4) Developing Scholar Awards;
- 244 (5) Distinguished Research Professor;
- 245 (6) Graduate Faculty Mentor Awards;
- 246 (7) Superior Liberal Studies Honors Teaching Awards;
- 247 (8) Foundation Awards for Faculty Recognition;
- 248 (9) Distinguished University Scholar Awards;
- 249 (10) Honors Thesis Mentor Awards;
- 250 (11) Post-doc Faculty Mentor Awards;
- 251 (12) Compensation may be provided with newly established awards, subject to
252 collective bargaining.

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

258 (c) Each year, at the same time as the Board provides the list described in (b) above, the
259 Board shall provide the UFF with copies of the selection criteria and procedures for all awards
260 named in said list.

261 23.8 Legislative Increases/Bonuses.

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

264 23.9 Administrative Discretionary Increases.

265 (a) For fiscal year ~~2019-2020~~2020-2021, the University may provide salary increases beyond
266 the increases specified above under this section not to exceed ~~eight tenths~~one half ~~eight tenths~~
267 of one-half percent (0.58580%) of the total of all E&G funded base salaries for in-unit faculty
268 members, of faculty members who are in an employment relationship with the University on the
269 first day of May immediately preceding the beginning of the fiscal year for the circumstances
270 listed in 23.9:

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

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

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

278 (4) Equity adjustments to correct salary inversions and compression relative to rank and
279 history of annual performance evaluations. For tenured or tenure-earning faculty members equity
280 adjustments shall follow the principles set forth in [the Market Equity and FSU Faculty Salaries](#)
281 [Report of the Joint Study Group, dated January 24, 2007, and, for all faculty members, will be](#)
282 [based on written criteria and procedures published by the dean of each college/unit and provided](#)
283 [to the UFF Chapter at least 45 days before implementation](#)Article 23.6.

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

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

294 (7) Notice shall be given of any discretionary increases that are approved by the
295 administration but fall outside of the categories listed above or are to be effective after June 30,

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296 | 20202021. The UFF will have 15 days from the date of receipt to object to the increase. If an
297 objection is made, the increase shall not be implemented.

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

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

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

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

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

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

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

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

320 (d) With the exception of section 23.9(a)(7), the discretion to grant all other salary increases
321 | authorized by this section shall cease on June 30, 20202021, and shall not survive such
322 expiration as part of the status quo.

323 (e) All documents provided to the UFF under section 23.9 shall be in electronic format and
324 delivered to two representatives designated by the UFF.

325 23.10 Other Payments. Not applicable.

326 23.11 Report to Faculty Members. All faculty members shall receive notice of their
327 salary increase on the Appendix G form or by an amended employment contract within two pay
328 periods of the effective date or as soon thereafter as practicable. Faculty members may review
329 their pay histories by accessing the myFSU portal, opening the “Human Resources” link, and
330 then opening the “Compensation History” link.

331 23.12 Report to the UFF.

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

335 (b) The report shall be formatted in easily readable columns and shall include:

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- 336 (1) the name of each faculty member;
337 (2) the name of the department/unit;
338 (3) the rank of the faculty member;
339 (4) the date of promotion or appointment of the faculty member to the rank;
340 (5) the faculty member's previous year's salary rate;
341 (6) the amount received in each salary increase category during the previous twelve
342 months, according to categorization of salary increases identified in this agreement;
343 (7) the faculty member's new salary rate.

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

347 23.13 Contract and Grant-Funded Increases.

348 (a) Faculty members on contracts or grants shall receive salary increases equivalent to
349 similar faculty members on regular funding, provided that such salary increases are permitted by
350 the terms of the contract or grant and adequate funds are available for this purpose in the contract
351 or grant.

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

357 23.14 ~~————~~Grievability. Unless provided for otherwise in this Article, the only issues to be
358 addressed in a grievance filed pursuant to Article 20 alleging violation of this Article are whether
359 there is unlawful discrimination under Article 6, or whether there is incorrect application of the
360 provisions of one or more sections of this Article. No grievance may be brought disputing an
361 administrator's or an advisory committee's evaluative judgment of a faculty member's merit.

362 23.15 ~~————~~Upon request the BOT will offer assistance to faculty members who wish to
363 reserve salary dollars earned for time periods when they do not have an appointment with the
364 university by providing the appropriate calculation for deductions to the faculty member as well
365 as guidance on establishing personal direct deposits via the payroll system.

366 23.16 ~~————~~Any waiver of some or all of the right to bargain over the salaries or other
367 compensation of bargaining unit employees contained in this Article, excluding administrative
368 discretionary increases pursuant to Section 23.9(a)(7), shall expire on June 30, ~~2020~~2021.

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Co-Chief Negotiator
UFF – FSU Chapter

Scott Hannahs
Co-Chief Negotiator
UFF – FSU Chapter

Date

Date

Date

Date