

rating scale). New hires with no evaluation are excluded from this pool. This pool shall be distributed at the department/unit level. The nominal evaluation ratings on the most recent annual evaluation shall be converted to numerical ratings (if ratings are already in numerical form, then those numbers shall be utilized so long as they are consistent with the 5.0 point scale that follows) with "outstanding" = 5.0; "strong to outstanding" = 4.5; "strong" = 4.0; "satisfactory to strong" = 3.5; "satisfactory" = 3.0; "weak to satisfactory" = 2.5; "weak" = 2.0 "unacceptable to weak" = 1.5; and, "unacceptable" = 1.0.

Using the most recent annual evaluation, each employee's numerical score in each area of assigned activity (the average of the peer committee's rating, if applicable, and the supervisor's rating) shall be multiplied by the assigned FTE, if applicable, to derive the overall raw score in each area of assignment (for example, an employee receiving a rating of 4.0 in instruction, with a .60 FTE assignment in instruction would have a raw score in this category of 2.4, derived by multiplying 4.00 by .60). Raw scores in each area of assignment are added together to determine the overall raw score for the individual employee. The highest total raw score possible would be 5.0 and the lowest, 1.0. Once the overall raw score has been computed, all those employees with a minimum score of ~~4.0~~ would be eligible for general merit pool consideration. In each department/unit, the performance scores shall be added together for all employees who have been determined eligible to participate in the distribution of the general merit pool. The percentage ownership of the department/unit's total performance scores shall be calculated by dividing each employee's performance score by the department/unit's total performance score points.

Each eligible employee's salary shall be adjusted to a 9-month, 1.0 FTE rate and multiplied by each employee's performance score. The resulting numbers shall be added together and each employee's percentage ownership of that total shall be calculated by dividing each individual employee's part of that total by the total of the department/unit. Total amount received shall be added to the employee's base salary.

D C B. Additional Eligibility Requirements.

Employees who are on visiting appointments, temporary appointments or who have received notice of non-reappointment or dismissal or who have resigned with an effective date occurring prior to the effective date of the salary increase described herein are not eligible to receive the increase described in Article 23.1A, ~~and 23.1B and 23.1C~~, Further, any employee not employed by the University as of May 1, 2008 ~~2010~~ is not eligible to receive the increases described in Article 23.1A, ~~23.1B and 23.1C for the 2010/2011 academic year and any employee not employed by the University as of May 1, 2011 is not eligible to receive the increases described in Article 21.1A for the 2011/2012 academic year.~~

E. D. C. Effective Dates.

The effective date of the salary increase for 2010/2011 described in Article 23.1A shall be no later than six (6) weeks after ratification by the Board of Trustees. The Board of Trustees will vote on ratification of this contract within three (3) weeks after UFF ratifies it. The effective date of the salary increase for 2011/2012 described in Article 23.1A shall be August 8, 2011.

23.2 Duration.

The salaries as described above in Section 23.1 shall be in effect for 2008/2009 ~~2010/2011~~ ~~2010/2011~~ and 2011/2012. They shall be in addition to any compensation (base or bonus) provided by the Legislature during this period the ~~2010/2011~~ period ~~2010-2012~~ periods.

23.3 Contract and Grant Funded Increases.

Employees on contracts or grants shall receive salary increases equivalent to similar employees on state funding, provided that such salary increases are permitted by the terms of the contract or grant, the rules of the funding agency, and adequate funds are available for this purpose in the contract or grant.

23.4 Type of Payment for Assigned Duties.

Employees shall be paid from salary dollars for all assigned duties up to the established FTE on the position and from OPS dollars for assigned duties in excess of the established FTE on the position. Employees on 9-month appointments shall be paid during the Summer Terms, if appointed, from salary dollars up to 1.0 FTE if appointed in the home department/unit. Appointments in excess of 1.0 FTE shall be paid from OPS dollars. Employees may be paid from OPS dollars for assignments outside employees' home departments/units and for work on USF funded internal grant programs.

23.5 Salary Adjustments.

A. The University shall retain the authority to make salary adjustments for employees, based on the published guidelines of the University in effect as of August 7, 2004, extra compensation and verified counteroffers. Also, the University shall retain the authority to enter into financial settlements with employees in the settlement of grievances and lawsuits and other disputes. There is no total annual limit on the expenditures in the above cases listed in 23.5. In addition, the University retains the authority to make salary adjustments and to provide cash bonuses for special achievements and to make salary adjustments for market equity, including compression/inversion, and to develop and implement plans to provide additional base salary or lump sum increases for excellence in research, teaching, service and other assigned duties so long as the total annual expenditures does not exceed 1.0% of the June 30 in-unit employee salary base of the previous academic year. Any and all salary adjustments and cash bonuses awarded or that have been awarded in the 2008/09 academic year shall be counted to have been awarded within the 1.0% 2008/09 authorized discretion.

for 
JFW

B. The authority of the University to make salary adjustments or award cash bonuses in pursuit of Article 23.5 A shall cease on August 6, 2013.

~~In order to retain an employee the University may respond to a verified counter offer. Such response will be at the amount of the verified counter offer less applicable cost of living comparison between the location of the verified competitive offer and the location of the home University campus.~~

add back

23.6 Report to Employees.

All employees shall receive written notice of their salary increases on the "Appendix E" form prior to the implementation of the salary increases described in this article **Article**. Upon request, an employee shall have the opportunity to consult with the person or committee which makes the initial and final recommendation for salary increases.

EW
JFD

23.7 Report to UFF.

Written reports shall be provided without cost by USF to the UFF indicating all salary and compensation adjustments and bonuses made on a quarterly basis pursuant to Articles 8.4D, 23.1A, 23.1B, 23.1C and 23.5 by amount, nature of adjustment, name, rank department and college. The information shall be provided no later than ten business days following the close of a quarter.