VIII - SALARY PROVISIONS,  
FACULTY COMPENSATION PROGRAM (herein “FCP”)  
AND  
HEALTH INSURANCE BENEFITS  

Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement, the following economic provisions shall apply: 

PART ONE: FACULTY SALARY PROVISIONS  

I. Fiscal Year 2014-2015  

All persons who are members of the faculty on September 1, 2014 and who continue to be employed as faculty members through the date of payment, shall receive an across the board salary increase retroactive to September 1, 2014 in the amount of $2,345. 

II. Fiscal Year 2015-2016  

All persons who are members of the faculty on June 30, 2015 and whose employment as faculty members continues beyond that date and who meet the eligibility criteria set forth in the Faculty Compensation Program (“FCP”) in PART TWO below shall, effective July 1, 2015, be eligible to participate in the FCP, which program shall provide for merit salary increases to base salary from a pool of funds (“salary pool”), which salary pool shall be in the amount of 2% of the state-funded faculty salary base as of the second payroll in October, 2014, and shall not be less than $_________. These increases to base salary shall be awarded pursuant to the terms of the FCP as provided for in PART TWO below. 

III. Fiscal Year 2016-2017  

All persons who are members of the faculty on June 30, 2016 and who continue to be employed as faculty members on July 1, 2016, shall receive an across the board salary increase effective July 1, 2016 in the amount of 2.125%. Such increase shall be based on the unit member’s salary as of June 30, 2016. 

IV. Fiscal Year 2017-2018  

All persons who are members of the faculty on June 30, 2017 and whose employment as faculty members continues beyond that date and who meet the eligibility criteria set forth in the Faculty Compensation Program (“FCP”) in PART TWO below shall, effective July 1, 2017, be eligible to participate in the FCP, which program shall provide for merit salary increases to base salary from a pool of funds (“salary pool”), which salary pool shall be in the amount of 2.125% of the state-funded faculty salary base as of the second payroll in October, 2016, and shall not be less than $_________. These increases to base salary shall be awarded pursuant to the terms of the FCP as provided for in PART TWO below.
V. Faculty Reappointment and Promotional Salary Adjustments

A. For promotions effective September 1, 2014 - June 30, 2015

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the across-the-board increase, as provided for in I above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of the across-the-board increase.

B. For promotions effective July 1, 2015 - June 30, 2016

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the merit increase, as provided for in II above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of any merit increase awarded.

C. For promotions effective July 1, 2016 - June 30, 2017

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the across-the-board increase, as provided for in III above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of the across-the-board increase.

D. For promotions effective July 1, 2017 – June 30, 2018

The faculty member will receive a promotional increase equal to 10% of his/her base salary on the effective date of the promotion. If the merit increase, as provided for in IV above, and the promotion increase are effective on the same date, the promotional increase will be calculated on the base salary, inclusive of any merit increase awarded.

E. All tenure-track assistant professors shall be entitled to a 2.5% increase to base salary on the effective date of reappointment. Current tenure-track assistant professors reappointed prior to September 1, 2014, who have received no more than a 2.77% increase since the time of hire as an Assistant Professor and who are currently at or below $89,000, shall receive this 2.5% increase retroactive to September 1, 2014.
VI. Minimum Salaries

A. The minimum salaries shall be as follows for the following ranks (and their equivalent ranks):

<table>
<thead>
<tr>
<th>Rank</th>
<th>9/1/14</th>
<th>7/1/15</th>
<th>7/1/16</th>
<th>7/1/17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Instructor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AY</td>
<td>45,000</td>
<td>50,000</td>
<td>55,000</td>
<td>56,169</td>
</tr>
<tr>
<td>CY</td>
<td>51,750</td>
<td>57,500</td>
<td>63,250</td>
<td>64,594</td>
</tr>
<tr>
<td>Assistant Professor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AY</td>
<td>49,500</td>
<td>55,000</td>
<td>60,500</td>
<td>61,786</td>
</tr>
<tr>
<td>CY</td>
<td>56,925</td>
<td>63,250</td>
<td>69,575</td>
<td>71,054</td>
</tr>
<tr>
<td>Associate Professor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AY</td>
<td>57,000</td>
<td>58,140</td>
<td>61,000</td>
<td>62,296</td>
</tr>
<tr>
<td>CY</td>
<td>65,550</td>
<td>66,861</td>
<td>70,150</td>
<td>71,641</td>
</tr>
<tr>
<td>Professor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AY</td>
<td>68,441</td>
<td>69,810</td>
<td>71,294</td>
<td>72,809</td>
</tr>
<tr>
<td>CY</td>
<td>78,952</td>
<td>80,282</td>
<td>81,988</td>
<td>83,730</td>
</tr>
<tr>
<td>Distinguished Professor</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AY</td>
<td>94,113</td>
<td>95,995</td>
<td>98,035</td>
<td>100,118</td>
</tr>
<tr>
<td>CY</td>
<td>107,966</td>
<td>110,394</td>
<td>112,740</td>
<td>115,136</td>
</tr>
<tr>
<td>Special Professorial Titles</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>134,204</td>
<td>134,204</td>
<td>134,204</td>
<td>134,204</td>
</tr>
<tr>
<td>Assistant Professor Law</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>76,221</td>
<td>76,221</td>
<td>76,221</td>
<td>76,221</td>
</tr>
<tr>
<td>Associate Professor Law</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>87,998</td>
<td>87,998</td>
<td>87,998</td>
<td>87,998</td>
</tr>
<tr>
<td>Professor I Law</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>102,045</td>
<td>102,045</td>
<td>102,045</td>
<td>102,045</td>
</tr>
<tr>
<td>Distinguished Professor Law</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>122,828</td>
<td>122,828</td>
<td>122,828</td>
<td>122,828</td>
</tr>
</tbody>
</table>

B. Pursuant to PART ONE, Sections I through V, any member of the faculty whose salaries after adjustment of any applicable increases set forth in Sections I through V above are below the minimum salaries set forth in Section VI.A., shall receive a further increase to bring their salaries to the appropriate minimum.

PART TWO: FACULTY COMPENSATION PROGRAM (herein “FCP”)

I. Criteria

To the extent of funds available as set forth in PART ONE, Sections II and IV of this Article VIII for the fiscal years identified therein, merit salary increases in accordance with PART ONE, Sections II and IV above will be awarded to faculty members who have demonstrated recent and continuing excellence based on one or more of the criteria of teaching, scholarship, and service. In addition, merit salary increases may be awarded to faculty members whose current compensation warrants special consideration on the

1 The minimum salaries for Instructor also apply to Assistant Instructors and equivalent ranks.
basis of academic or professional contributions in comparison with compensation of colleagues of similar achievement in the department or discipline at large.

II. Eligibility

1. The faculty member must have an appointment at Rutgers at the time of consideration for a salary increase and during the year for which the salary increase is made.

2. All faculty members serving in a full-time position as of the second payroll in October and who continue to serve in such position through the following July 1, or who have served three years in a part-time position as of July 1, shall be eligible for consideration for a merit salary increase.

3. An individual faculty member is not eligible for a merit increase in his or her terminal year at Rutgers.

III. Allocation of Funds

Funds available for merit salary increases pursuant to the FCP will be allocated to the three geographic areas of the University (Camden, Newark and New Brunswick) and to RBHS, based on the proportion of the total faculty salary pool in each of the four areas, except that 5% of the total funds available for merit salary increases in 2015-2016 and 5% of the funds available for merit salary increases in 2017-2018 shall be allocated to the President’s reserve for distribution as specified in VI. 9. below. Pool funds allocated to each of the four areas will be divided into a tenure and tenure-track (TT) pool and a non-tenure track (NTT) pool based on the proportion of TT and NTT faculty salaries to the total faculty salary base for each of the four areas as of October 15. Eighty percent of the tenure-track pool must be used for awards to tenured and tenure-track faculty; eighty percent of the non-tenure track pool must be used for awards to non-tenure track faculty. Up to twenty percent of the dollars in either pool may be used for faculty in the other pool.

IV. Size of Salary Increase

A salary increase pursuant to the FCP will be awarded as follows:

2015-2016: The pool of funds as set forth in PART ONE Section II shall be available for merit salary increases. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member’s salary as of June 30, 2015 or $500, whichever is less. A faculty member may receive a merit salary increase of up to 10% of the faculty member’s salary as of June 30 2015.

2017-2018: The pool of funds as set forth in PART ONE Section IV shall be available for merit salary increases. The amount of a merit salary increase, if any, that may be awarded shall be at least 1% of the faculty member’s salary as of June 30 2017 or $500, whichever is less. A faculty member may receive a merit salary increase of up to 10% of the faculty member’s salary as of June 30 2017.
V. Announcement of Application of the Criteria

To ensure equitable treatment for their members, departments must formulate a statement for each pool (TT And NTT) of their own specific criteria for a merit salary increase and the application of them within the framework of the general criteria set forth in Section I. above. The faculty of the department shall formulate and promulgate to the department such a statement for each pool prior to the commencement of the process for consideration for award of salary increases specified below.

VI. Consideration for Award of a merit salary increase:

1. Consideration for awards of merit salary increases shall be conducted in accordance with the following schedule:
   a. for awards effective July 1, 2015, consideration will begin as soon as feasible following ratification of the Agreement;
   b. for awards effective July 1, 2017, consideration will begin during the fall 2016 academic term.

2. The departmental chairperson shall announce twenty (20) days in advance that the Peer Evaluation Committee will be considering eligible faculty members for merit salary increases from each pool and that eligible faculty members are invited to submit relevant materials for consideration.

3. Departments with four or more tenured members shall elect a Peer Evaluation Committee of at least three members, composed of tenured members and at least one (1) NTT member of the department. In departments with fewer than four tenured members, all the tenured members shall constitute the Peer Evaluation Committee. In departments without tenured members, there shall be no Peer Evaluation Committee.

Nominations for the committee may be made by any member of the department. Elections to the committee shall be by secret ballot of all full-time members of the department holding the rank of Assistant Professor or equivalent, and above who are not in their terminal year. The department chairperson shall convene, be a non-voting member of, and participate in the deliberations of the Committee.

4. Deans shall provide guidance to the department chairpersons or to the Peer Evaluation Committees in units with no department chairpersons concerning the funds available (stated in dollars or a meaningful range of dollars) from which the department or the Peer Evaluation Committee may make recommendations for merit salary increases pursuant to the FCP.

The Peer Evaluation Committee shall meet to evaluate all members of the department who are not members of the Committee, who are eligible for consideration for a merit salary increase pursuant to the FCP. The Committee shall determine, from among those faculty members
considered, those who it will recommend for an enhanced salary increase, in accordance with the criteria set forth in PART TWO Section I. above. The Committee shall prepare a summary statement of its evaluation for each member of the department it recommends and shall indicate which one or more of those criteria is the basis for its recommendation.

5. Subsequent to completing the evaluation process set forth in 4. above, the Peer Evaluation Committee, at its option, may make recommendations to the department chairperson, within the guidelines set forth in Section IV. above, concerning the size of the merit salary increase for those individuals whom the Committee has recommended for receipt of such an increase. If the committee chooses to make such recommendations, the chairperson shall provide to the Committee, in confidence, the salary for each individual recommended by the Committee for a merit salary increase. In addition, the Committee may make recommendations to the department chairperson that up to 20% of the dollars in either pool (TT or NTT) be used for merit awards to faculty in the other pool.

6. After the deliberations of the Peer Evaluation Committee are complete, the chairperson may either (a) endorse the Committee's recommendations, incorporating the names of the members of the Committee whom the chairperson judges meet the criteria for a merit salary increase, or (b) prepare an independent list of all of those faculty members in the department who, in the judgment of the chairperson, should receive a merit salary increase. In addition, the chairperson shall review the salaries of members of the department and shall make recommendations, within the guidelines set forth in Section IV. above, as to the size of the merit salary increase for individuals on his/her list. For each faculty member the chairperson recommends, he/she shall indicate which one or more of the criteria set forth in PART TWO Section I above is the basis for his/her recommendation. The chairperson will then forward his/her recommendations and those of the Peer Evaluation Committee to the dean with justification and appropriate documentation. The chairperson will also forward with these recommendations the statement of the department for each pool, as specified in PART TWO Section V. above, although the statements shall not be binding on the dean in his/her deliberations.

7. Upon receipt of the nominees from each of the department chairpersons within the unit, the dean shall formulate a list of nominees from among those proposed by the departments and including such department chairpersons and other faculty members not proposed by the departments who, in the judgment of the dean, are qualified, according to the criteria specified in PART TWO Section I above, for a merit salary increase. The dean's list shall include the dean's recommendation as to the size of the merit salary increase for each individual on the list. For each faculty member the dean recommends, he/she shall indicate which one or more of the criteria set forth in PART TWO Section I. above is the basis for his/her recommendation.

Should the dean wish to include on his/her list an individual who the chairperson has not recommended for a merit salary increase or should the
dean wish to increase or decrease the size of a merit salary increase recommended by the chairperson (or if there is no chairperson, by the Peer Evaluation Committee or its chairperson) and where such increase or decrease exceeds one percent (1%) of that individual's salary, the dean shall first discuss the matter with the chairperson. The dean will forward his/her recommendations to the appropriate chancellor with justification and appropriate documentation. The dean will, at the same time, forward to the chancellor the recommendations of the Peer Evaluation Committees and department chairs.

8. The chancellor shall review the recommendations from the several deans, directors, chairpersons, and departmental committees and, from among the eligible faculty members and to the extent of funds allocated to his/her campus, shall make a final determination as to which faculty members on the campus shall receive merit salary increases and as to the size of each increase. The chancellor shall indicate which one or more of the criteria is the basis for his/her decision to grant the increase.

9. The President will receive from each of the campus chancellors the list of the chancellor's actions and a list of remaining faculty members recommended by the dean, the department chair, and/or the departmental Peer Evaluation Committee for a merit salary increase, plus a list of those eligible for a merit salary increase but not recommended at any level. The President may select from these lists a number of additional individuals to receive merit salary increases, who, in the President's judgment, best meet the criteria specified in PART TWO Section I. above. Such additional Presidential increases shall be limited to the President's 5% pool as set forth in PART TWO Section III. above.

10. In order to assist the deans and chancellors in recommending or awarding, as the case may be, merit salary increases to department chairs, or to faculty members whose assignments or activities occur outside the confines of the standard departmental or decanal unit or who, in the judgment of the dean or chancellors, otherwise warrant merit salary increases, deans, and chancellors may set aside a portion of FCP funds available for merit salary increases with which to make recommendations (or, in the case of the chancellor's decisions) to award merit salary increases so long as the percentage of program funds set aside does not exceed the following:

- in the case of deans: 10% of the unit allocation.
- in case of chancellors: 5% of the campus allocation prescribed by Section III.

VII. Implementation

The University will notify individual faculty members who have been recommended for consideration for a merit salary increase of the action taken in regard to that recommendation. For each such faculty member, the University will inform the
AAUP-AFT of the faculty member’s department, campus, academic rank, and salary before and after the merit salary increase, if any; the level of the initial recommendation for a merit salary increase; the reason for the recommendation, specified in PART TWO Section I. above, and whether the faculty member was a member of the department Peer Evaluation Committee and/or a department chairperson.

Subsequent to the conclusion of the award process, the evaluation packets will be returned to the office of the dean. The dean will notify the department chairpersons of the results of the FCP process for their department, that the material is available for review by them, and the dean will indicate his/her availability to discuss the FCP process with the department chairperson. The chairperson shall inform the Peer Evaluation Committee of the substance of such a discussion. Individual members of the faculty may review their own packets in accordance with the usual procedures for review of personnel files and may discuss their packets and review their professional progress with their chairperson and/or dean.

VIII. Grievability

The academic judgment that forms the basis of the granting or failure to grant a merit salary increase, including the size of the merit salary increase, are not grievable. Allegations of a violation of the procedures set forth in this Faculty Compensation Program which results in the failure to grant a merit salary increase shall be brought under Article IX, Category 2 of the Agreement between the AAUP-AFT and the University.

IX. Information

1. The University will inform the AAUP-AFT as to the amount of funds allocated to the four areas of the University pursuant to PART TWO Section I. above.

2. At the conclusion of the process, the University will inform the AAUP-AFT as to each faculty member nominated at any level of the process the merit salary increase, if any, recommended at each level, and the salary increase, if any, awarded, along with identification of recommended faculty members and awardees, as the case may be, from amounts set aside as described in Section VI. 10.

PART THREE: Compensation for Full Professors and Distinguished Professors Demonstrating Sustained Excellence in Scholarship, Teaching or Service

I. Criteria

A. Six or more years after being appointed or promoted to the rank of Professor or Distinguished Professor, a faculty member may request a Compensation Review to qualify for an increase in his/her base salary of 1% to 2.5%.
B. Faculty at the rank of Professor and Distinguished Professor may also request a Compensation Review six or more years after receiving a salary increase under Part Three of this Article. No faculty member may apply for a Compensation Review more than twice in any six year period.

C. Any increased compensation awarded under Part Three shall be in addition to the funds provided for increases in compensation under Parts One and Two of this Article.

II. Eligibility

Tenured faculty at the ranks of Professor and Distinguished Professor shall be eligible for a Compensation Review based on sustained excellence in scholarship, teaching and/or service.

III. Process

A. Each dean shall constitute a Compensation Review Committee ("CRC" or "Committee") consisting of three to five tenured faculty members at the rank of Distinguished Professor to consider Compensation Reviews requested by eligible faculty. If necessary, the dean shall appoint the appropriate number of tenured faculty at the rank of Distinguished Professor from other units of the University to serve on the CRC. The CRC may seek such information and advice as it deems appropriate, including national as well as Rutgers comparators.

B. Faculty requesting a Compensation Review shall submit to their department chair and dean a report of their scholarship, teaching and/or service since their last promotion or compensation review along with any other material they wish to have considered. The faculty member's submission shall include a current curriculum vitae.

C. The dean shall forward the faculty member's submission to the Compensation Review Committee. The Committee shall review the report and make a recommendation to the dean whether an increase is to be awarded to the faculty member and the amount of any increase.

D. Upon review of the Committee's recommendation, the dean shall make a recommendation to the appropriate chancellor whether an increase is to be awarded to the faculty member and the amount of any increase. The dean's recommendation is subject to review and approval by the appropriate Chancellor.

E. At the conclusion of the process, the University will inform the AAUP-AFT as to each faculty member that requested a Compensation Review, the recommendation of the CRC and the ultimate decision.

IV. Grievability

The granting or failure to grant a salary increase under Part III, including the size of the salary increase, is not grievable.
PART FOUR: TEACHING AND GRADUATE ASSISTANTS – SALARY PROVISIONS

A. During the term of the Agreement, the minimum base salary for full-time teaching and graduate assistants shall be $25,969 for an academic-year appointment and $29,604 for a calendar-year appointment. Teaching and graduate assistants may be paid above the minimum base salary rate, which shall become the individual base salary for future appointments.

B. Rutgers will provide a Professional Development Fund for teaching assistants and graduate assistants to be used for activities associated with academic progress toward the degree such as summer support, research support and travel to conferences. Only teaching assistants and graduate assistants shall be eligible to apply for money from this Fund. Applications will be reviewed by a committee of seven (7) members appointed by the University; four (4) graduate program directors and three (3) deans. Each campus shall be represented on the committee. The University shall provide the union with a list of each teaching assistant or graduate assistant who applied for money from this Fund and the amount awarded. The granting of or failure to provide money from this Fund, including the amount awarded, is not grievable.

The amount of funds available shall be as follows: $525,000 in 2014-2015; $625,000 in 2015-2016; $725,000 in 2016-2017; and $825,000 in 2017-2018. Unused funds from any given year shall could be rolled over and used in the next year. The funds in the Professional Development Fund shall not replace any existing University funds currently devoted for these purposes.

C. In addition, all Teaching and Graduate Assistants who hold less than a full-time appointment in 2014-2015, 2015-2016 and 2016-2017 may enroll at no cost to them in the Rutgers University Graduate Fellows Student Health Insurance Plan or its successor plan pursuant to procedures established by the University for this purpose. This shall occur as soon as possible after the effective date of this Agreement.

PART FIVE: HEALTH INSURANCE BENEFITS

The parties acknowledge that pursuant to N.J.S.A. 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, employee contributions to the cost of health care shall be based on the health care contribution rates set forth in PL 2011, chapter 78 and in effect September 1, 2014, at the time of ratification of this Agreement. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the AAUP-AFT.
PART SIX: APPLICATION OF THE SUBJECT TO LANGUAGE IN THE PREFACE TO THIS ARTICLE

In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency. There shall be no limitation on the University as to the reason(s) for its determination that a fiscal emergency exists. If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the AAUP-AFT with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University proposes intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period. If the written notice is given fewer than twenty-one (21) calendar days prior to the implementation of a contractual increase in this Article, due to changes in the State budget with regard to Rutgers that would not allow the University to provide twenty-one (21) days’ notice.

If due to a unanticipated reduction in State funding/appropriations to the University for prior to the beginning of the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible unable to provide the full twenty-one (21) calendar days notice, the University shall provide the maximum notice possible, but in no event fewer than ten (10) days notice. If the University provides fewer than twenty-one days notice, upon request of the AAUP-AFT negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations, but in no event fewer than ten (10) days' notice. The University shall not be required to pay such increases due to failure to provide the timely requisite notice, but shall be required to comply with the remainder of this Part Six of Article VII.

2. Along with the Notice provided to the AAUP-AFT pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows, if available:
   - The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
   - The audited financial statements for the prior fiscal year;
   - Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
   - Quarterly statement of Revenues, Expenses and Changes in Net Position (Income Statement) for the current fiscal year;

---

2 The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.
Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
- Quarterly Statement of Cash Flows (Statement of Cash Flows);
- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
- The University’s Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

The AAUP-AFT may request in writing, the union may request additional financial information, upon which the University relied to determine the existence of a fiscal emergency. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the AAUP-AFT, the University shall commence negotiations/discussions over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the AAUP-AFT may file a category one grievance pursuant to paragraph 5 below.

4. The AAUP-AFT agrees that during the notice and negotiation/discussion period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.

5. If the parties have not agreed upon measures to address the fiscal emergency, the AAUP-AFT may file a Category One grievance under Article IX of the Agreement. The grievance shall proceed directly to arbitration under Article IX.E. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator's jurisdiction shall be limited to a determination of whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds, or consider any allocated or restricted funds in determining whether a fiscal emergency existed (exists).

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Part Six of Article VIII. The parties designate Arbitrator Rusty L. Bell as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of Part Six of this Article, the parties shall mutually agree upon another arbitrator.

On behalf of the University

By [Signature] 3/4/15

On behalf of the AAUP-AFT

By [Signature] 3/4/15