

## Article 26. Salaries

26.1 Across-the-Board (ATB) Salary Increases. If the cost items described below become effective in accordance with Article 30, the campus will implement the following across-the-board (ATB) salary increases.

### 26.1.1 Schedule of ATB Increases:

- (a) Effective the first pay period of July 20~~2118~~, otherwise eligible members of the bargaining unit shall receive a base salary increase of ~~zero one and one-half percent (01.5%)~~ based on the salary in effect on May 1, 20~~2118~~. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 20~~2118~~
- (b) Effective the first pay period of July 20~~2118~~~~19~~, otherwise eligible members of the bargaining unit shall receive a base salary increase of ~~one and one-half percent zero (01.5%)~~ based on the salary in effect on May 1, 20~~2118~~~~19~~. To be eligible for this salary increase, an employee must have been on the payroll on June 30, 20~~2118~~~~19~~

26.1.2 Eligibility Criteria: The salary increases described in Section 26.1.1 above shall be distributed to each bargaining-unit member, exclusive of Associate Lecturers/Clinical Associate Lecturers hired after this agreement is ratified, unless (1) the Department Head and Department Personnel Committee both agree that the increase should be denied, and (2) the procedures specified in Article 17, "Failure to Perform Minimum Assigned Duties," have progressed to the imposition of sanctions specified in Article 17.3.2. To be eligible for any salary increase referenced in Section 26.1, an otherwise eligible employee must have a "satisfactory" performance rating and must either a) be on the payroll during the pay period in which the salary increase is implemented or b) be retired, deceased, or have been laid off since the effective date of this increase. Those who leave voluntarily before the implementation date of the increase will not be eligible for any retroactive increase provided, however, that the amount of retroactive pay to which they otherwise would have been entitled will be calculated and distributed to FSU members in accordance with the RES provisions in 26.6.

If an eligible bargaining-unit member is denied this increase, he or she may have such denial reviewed by the Dean, who shall review all the circumstances of said denial. If the Dean disagrees with the decision to deny the increase, the bargaining-unit member shall receive the increase. If the Dean agrees with the denial, the bargaining-unit member may have such denial reviewed by the Chancellor, who shall review all the circumstances of said denial. If the Chancellor disagrees with the denial, the bargaining-unit member shall receive the increase. If the Chancellor agrees with the denial, the bargaining-unit member may have the denial reviewed by the President, who shall review all the circumstances of said denial. If the President disagrees with the denial, the bargaining-unit member shall receive the increase. If the President agrees with the denial, the bargaining-unit member may, with the approval of the Union, request review of the denial by a tripartite panel consisting of one member designated by the Union, one member designated by the President, and one member jointly selected by the parties from a standard list of arbitrators designated by the Chairperson of the Board of Conciliation and Arbitration. The standard of review shall be whether

the Administration can demonstrate by compelling evidence that the denial of the increase was justified and that the Administration did not change its standards after the date of this Agreement in order to effect the denial. If a majority of the panel determines that the denial of the increase was not justified, the bargaining-unit member shall receive the increase retroactive to the effective date. The panel's review shall be conducted on an expedited basis, without the submission of written briefs, and shall be final. The parties will share equally in the payment of the arbitrator. The amount of all increases denied, if any, shall be redistributed to each bargaining unit member on a pro rata basis.

26.1.3 Each bargaining-unit member who was not on the payroll on the eligibility date of an increase specified in Section 26.1.1 but who is appointed during the subsequent academic year to the same position he/she held at any time during the previous academic year, and who meets the eligibility criteria for satisfactory performance set forth in Section 26.1.2 shall receive the salary rate increase specified in Section 26.1.1, effective on the date of appointment based on the salary on the last date of appointment during the previous academic year.

## 26.2 Merit Increases.

- (a) In addition to the July 20~~21~~<sup>22</sup>18 ATB increase described in 26.1, there shall be established a merit pool equal to ~~zero one half~~ percent (0.~~5~~%), based on a payroll snapshot date of May 1, 20~~22~~<sup>23</sup>18. The period of performance reviewed for such a merit award will be AY20~~21~~<sup>22</sup>17-~~22~~<sup>23</sup>18. The determination of merit pay shall be in accordance with the provisions of Article 26.
- (b) In addition to the July 20~~22~~<sup>23</sup>19-ATB increase described in 26.1., there shall be established a merit pool equal to ~~zero one half~~ percent (0.~~5~~%), based on a payroll snapshot date of May 1, 20~~22~~<sup>23</sup>19. The period of performance reviewed for such a merit award will be AY20~~22~~<sup>23</sup>18-~~23~~<sup>24</sup>19. The determination of merit pay shall be in accordance with the provisions of Article 26

~~26.2.1 Schedule of Merit Increases: The merit increase provisions set forth in Article 26.2 above shall be suspended during the period July 1, 2018 through June 30, 2019, as well as during the period July 1, 2019 through June 30, 2020 and will be distributed as part of the base salary increases referenced in 26.1.~~