METHOD OF DETERMINING THE ACROSS-THE-BOARD SALARY INCREASES FOR YEARS FOUR AND FIVE

1. As soon as reasonably possible after publication of the AAUP's "Continuing Faculty" and "All Faculty" averaged national salary increases in Spring 2005 and again in Spring 2006, the Union shall calculate the average of these two numbers and provide this calculation and the two individual numbers to the Associate Provost. These averages shall be the across-the-board increase for years four (4) and five (5), respectively, unless within fourteen (14) days of receipt of said calculation by the Associate Provost in year four (4) and/or year five (5) one party notifies the other in writing of its desire to negotiate the across-the-board increase for year (4) and/or year five (5), as the case may be.

2. Should one party notify the other in writing within the time period specified above of its desire to negotiate the across-the-board increase for either year four (4) and/or year five (5), the parties shall commence negotiations within fourteen (14) days of the receipt of such written notice. Negotiations shall be limited to a maximum of thirty (30) days from their commencement. During said negotiations each party may make any arguments, present any evidence, and offer any proposals it wishes in a good faith effort to reach agreement on the across-the-board increase for the year in question. The amount of the across-the-board increase shall be the only issue subject to negotiation.

3. If the parties have not reached a mutual agreement on the across-the-board increase for the year in question by the end of the aforesaid negotiation period, the issue will be submitted by the parties to the American Arbitration Association under its rules governing interest arbitration. The American Arbitration Association (AAA) will be requested to provide the parties with a panel of arbitrators experienced in interest arbitration in higher education from which the parties will choose their arbitrator in accord with the AAA's selection procedures. The parties shall bear equally the cost of this arbitration; however, each party shall bear its own costs for counsel and witness fees.

4. While the arbitration is pending and while the award is pending, the parties may continue to negotiate if they desire to do so.

5. At the arbitration each party shall provide the arbitrator with a proposed across-the-board increase for the year in question and may make whatever arguments and present whatever evidence in support of that proposed increase the party wishes to present. However, neither party may provide the arbitrator at the hearing or otherwise with a copy of this procedure (which shall be removed from the copy of the Agreement provided to the arbitrator by the Associate Provost), nor shall either party proffer testimony or documentation concerning this procedure (except that the arbitrator shall be informed of the role of the arbitrator as described in paragraph six below), the existence of the formula contained in paragraph one above, the calculation produced by that formula, the fact that negotiations were conducted or are ongoing between the parties with regard to
the across-the-board increase at issue, or the substance or results of said negotiations. Any violation of this rule shall result in the voiding of the arbitration and any resulting award, and the process shall then be repeated beginning with Step 3.

6. The arbitrator, following a brief period of deliberation following the final day of the arbitration, shall render a decision, choosing either the AAUP's proposed across-the-board increase or the University's proposed across-the-board increase for the year in question.

7. Whichever proposed increase is selected by the arbitrator shall be effective September 1 of the year in question. In the event that the parties accept the average produced by the formula, as stated in paragraph one above, or in the event the parties successfully negotiate the across-the-board increase, as provided in paragraph two above, that increase likewise shall be effective September 1 of the year in question.