

# AAUP Works

Chapter Bulletin-Article Reprint

Volume 15, Issue 7

October 17, 2008



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## Article 15 Salary Increases: The Process and Preparing Applications

Because there seem to be some persistent misunderstandings among faculty and administrators, I'd like to review the basic purpose and processes involving Article 15 salary increases.

The AAUP/UC contract does not set salary levels. It does specify salary increases for all represented faculty under Article 10, and also the minimum salary (by rank) that any faculty member must earn under Article 12.

None of this, however, prevents the university from awarding a faculty member an additional salary increase for certain specific purposes. A faculty member need simply make a request for one, either on his/her own initiative or at the suggestion of an administrator.

Article 15 states that UC can give additional salary increases (in addition to those required under Article 10) to correct inequities, reward outstanding performance, or match bona fide outside offers of employment.

Any faculty member may request an Article 15 adjustment by simply submitting a request in writing to the academic unit head. When

individual faculty members have sought my advice on preparing this letter, the most common advice I give is to state clearly which of the rationales are being addressed, summarize the argument clearly and succinctly in the cover letter, and provide supporting documentation for claims made in the cover letter.

The approval process follows the standard "chain of command" (unit head, dean, provost). Award of Article 15 adjustments is strictly an administrative

The AAUP has no role in assessing or approving Article 15 applications. Nor does it "review" or revise them.

prerogative. There are no contractually established criteria for awarding an adjustment; again, how Article 15 requests are judged is up to the administration. While

the AAUP receives notice of Article 15 adjustments awarded, it has no role in the process.

From 1993-2007, 886 Article 15 increases were awarded. The average award was just over \$7,000, with significant variation by college. No information on requests that are denied is provided to the AAUP, so we have no way of comparing applications that are approved (and on what basis) to those which are denied.

The confusion about the AAUP's role in the process may relate to this

sentence: “When such individual adjustment are made, the Administration shall inform the AAUP of the adjustments thirty (30) days before they are implemented, and shall state the reasons with the specific documentation leading to the adjustment.” What the AAUP receives is simply a copy of the notice announcing the increase, which does include the basis under Article 15 for the increase.

The purpose of this language and notification is not to give the AAUP a decision-making role in *individual* applications. Rather, its purpose is to keep the AAUP informed about how Article 15 is being utilized; that is, the University is not to use it as a substitute for negotiating higher salaries for all faculty or for negotiating a merit pay system. Article 15 is not to be used in this manner for the obvious reason that it doesn’t work. Using it to attempt the needed structural adjustments to faculty compensation would be a band-aid, at best, and it would reduce the money available for negotiated solutions to these problems.

The contract provides one way for us to assess the use or misuse of Article 15, by calculating the total amount given compared to the total faculty base salary: “In any one fiscal year that total dollar value of such awards shall not exceed one-half percent (.5%) of the Bargaining Unit member salary base, except that documented bona fide offers shall be an exception....” For example, in FY 2007 total Article 15 expenditures equaled four-tenths of 1% of the total faculty base salary. However, this information is not used to impact individual faculty awards; it is only used to help us ensure that Article 15 does not become a substitute for negotiated solutions to the entire salary situation.

— Dave Rubin, PhD  
Director, Contract Administration

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