

ARTICLE 19

SALARY

- 19.1 Increases in the base pay of bargaining unit employees may occur only in those fiscal years for which the parties have specifically agreed to provide increases by way of one or more of the following six (6) categories:
- a. Across-the-board General Salary Increases as negotiated by the parties; and/or
 - b. Performance-Based Salary Increases, pursuant to provisions 19.5 through 19.7 of this Article, in an amount negotiated between the parties; and/or
 - c. In Range Progression Salary Increase, pursuant to Provision 19.8 of this Article; and/or
 - d. Salary Stipend, a temporary monthly increase, pursuant to Provision 19.9 of this Article, which may be granted by a Director/appropriate administrator when temporary project coordination or lead work functions are assigned to an employee; and/or
 - e. Lead Physician stipend pursuant to Provision 12.1 (a) – (e) of the CBA; and/or
 - f. Equity Increases, pursuant to Provision 19.4 of this Article.
- 19.2 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference. An employee shall be assigned a salary within the open salary range appropriate to their classification.

General Salary Increase

- 19.3 All employees in the bargaining unit shall receive a General Salary Increase (GSI) as follows:
- a. For fiscal year 2022/2023, effective July 1, 2022, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of three percent (3%).

Employees will be eligible for an additional one percent (1%) for a total of four percent (4%), depending on the State budget allocation to the CSU.

A calculation will be conducted based on the State of California's final Budget Act of 2022, which has an expected enactment date between June 27, 2022, and September 30, 2022. This calculation will determine the new, unallocated, ongoing funding for the CSU from the State.

If the new, unallocated, ongoing funding from the State for fiscal year 2022/2023 is increased to \$300,000,000 or more, then a one percent (1%) GSI will be added to the three percent (3%) increase set forth above for a total of a four percent (4%) increase effective July 1, 2022.

- b. **For fiscal year 2023/2024, effective July 1, 2023 or the first day of the pay period that falls 150 days prior to the date of a tentative agreement on all subjects, whichever is a shorter time frame, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of five percent (5%).**

If the CSU agrees to provide another CSU bargaining unit with a General Salary Increase in excess of 5% for fiscal year 2023-24, then the Union may request to re-open negotiations on Provision 19.3 b. for fiscal year 2023-24. The request must be made within 60 days of final ratification of such an agreement. A General Salary Increase is understood to be an across-the-board percentage increase, in the same amount, for all employees in that bargaining unit. If the parties cannot reach an agreement regarding the reopener and after the parties complete the statutory impasse procedures under HEERA, Article 7 (Concerted Activities) shall be suspended.

- e. For fiscal year 2024/2025, **the parties agree to re-open negotiations on Article 19 and Article 20 (Salary and Benefits) in March 2024.** ~~the Union shall have the option to re-open negotiations on Article 19 and Article 20 (Salary and Benefits) by providing a written request to the CSU after the Governor has released the 2024/2025 May Revision, but prior to July 31, 2024.~~

Salary Scale minimums and maximums for all classifications and campuses shall be established as per Attachment A for the duration of this Agreement.

Recognition Bonus:

~~19.4 A one-time payment of \$2500 shall be provided to each bargaining unit employee with a 1.0 timebase or greater who is in active pay status (or on leave) as of the date of ratification of this agreement. Payments will be pro-rated for employees who are less than a 1.0 timebase on the date of ratification. For hourly intermittent employees, the formula for determining the pro-rata amount is as follows:~~

~~a) Determining the FTE: The total number of hours worked by the employee for the six pay periods prior to the date of ratification divided by the number of total work hours in the six-month period of time = FTE for six-month period.~~

~~b) Determining the Payment Amount: The \$2500 one-time payment is then pro-rated based on the FTE determined by the formula above.~~

~~Rehired annuitants are not eligible for the one-time payment pursuant to California Government Code 21224 and CalPERS determination of the law.~~

Equity Increase Program

19.4 The Union has the option to discuss an Equity Increase Program in the fiscal year 2023/2024 and fiscal year 2024/2025 re-openers.

Performance-Based Salary Increase

19.5 a. All Unit 1 employees with an annual overall performance evaluation rating above satisfactory or its equivalent will receive a Performance-Based Salary Increase (PBSI) for those fiscal years in which a PBSI is provided pursuant to provision 19.1.b. All Unit 1 employees on a given campus with the same overall performance evaluation rating will receive the same percentage PBSI. The difference in PBSIs awarded to employees with different overall performance evaluation ratings on the same campus will not be greater than a ratio of 2 to 1, based on the percentage increase awarded.

b. Performance-Based Salary Increases (PBSIs) may be given up to the maximum of the salary range as set forth in Appendix A and shall be based upon employees' overall annual performance evaluations for:

- 1) the quality of medical practice,
- 2) the quality of contributions to the health center, and/or
- 3) the quality of educational activities,

as determined by the President. Nothing shall prohibit the President from awarding a PBSI to every eligible meritorious bargaining unit member. Each campus shall adopt procedural guidelines for administration of the PBSI program, which shall include: (1) a statement of criteria for determining meritorious work performance, (2) procedures for receiving input of employees, and (3) identification of documents to be considered in the awarding of PBSIs. A PBSI shall be an increase to an employee's base salary of any percentage not more than five percent (5.0%). The decision to grant or not to grant a PBSI pursuant to this program, and the amount of such increase, if granted, are at the sole discretion of the President. PBSI decisions shall not be subject to Article 8, Grievance Procedure, except for alleged violations of 19.5.a.

19.6 The amount of funds dedicated to employee base salary increases in this program of PBSIs in each fiscal year, not including associated benefits costs, shall be the equivalent of the specified percentage increase to the total Unit 1 payroll as of October 1 of the fiscal year in which a PBSI is provided. In addition to these negotiated amounts, PBSI funds may be provided from campus funds as determined by and at the sole discretion of the President.

19.7 The allocation of funds dedicated to this program to each campus in each fiscal year shall be based on the actual salaries paid to bargaining unit positions during the preceding fiscal year. The funds and increases identified for this program of PBSIs shall be effective July of each fiscal year. PBSIs provided solely from campus funds, however, may be effective at any time. There shall be no requirement to expend in a particular fiscal year all funds identified for such increases. Any portion of the funds identified and allocated to a campus which is not expended in any fiscal year for PBSIs on that campus shall be spent in the same fiscal year for professional development activities and shall automatically be added to the PBSI pool for the ensuing fiscal year. The CSU shall provide to the Union no later than February 15 of each year in which PBSIs are negotiated a list by campus of individual employees receiving PBSIs and the amount of each increase. CSU will include in report of PBSI

expenditures the amounts spent by campuses on professional development activities in lieu of PBSI expenditures.

In Range Progression

- 19.8
- a. An increase within a salary range is referred to as an In Range Progression. When the President, the President's designee, or Director/Administrator determines that an In Range Progression should occur, the salary shall increase by at least three percent (3.0%).
 - b. An In Range Progression may be granted for reasons that include:
 - 1) Assigned application of enhanced skill(s);
 - 2) Retention;
 - 3) Equity.
 - c. A request for an In Range Progression review may be submitted by the employee or Director/Administrator. Employee initiated In Range Progression requests shall be submitted to the Director/Administrator before being forwarded to Human Resources. If the Director/Administrator has not forwarded the request to Human Resources within thirty (30) days, the employee may file the request directly with Human Resources.
 - d. Employee requested In Range Progression reviews shall be completed within ninety (90) days after the request is received in Human Resources. An employee shall not submit a request for an In Range Progression prior to twelve (12) months following receipt of a response to any prior In Range Progression requests.
 - e. Each campus shall develop guidelines and procedures for an In Range Progression. The decision of the President, made in accordance with this provision, regarding the award of an In Range Progression shall be final and shall not be subject to either a complaint or grievance under Article 8, Grievance Procedure.
 - f. Funds for In Range Progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.

Reporting

- 19.9 By October 1st of each year during this Agreement, the CSU agrees to report to UAPD for the prior fiscal year per campus:
- a. The number of IRP requests request;
 - b. The number of IRP requests granted;
 - c. The percentage and amounts of the IRP awards

Salary Stipend

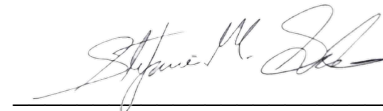
- 19.10 An employee may be granted a temporary monthly salary stipend when assigned temporary project coordination or lead work functions, other than those of Lead Physician as provided in Provision 12.1 of the CBA, by a Director/Administrator. Salary stipends are an increase to the base monthly salary rate and are paid on a month to month basis. The decision of the Director/appropriate administrator to grant a salary stipend, including the amount of any such stipend, shall not be subject to either a complaint or grievance under Article 8, Grievance Procedure.

For UAPD:



Patricia Castillo

For the CSU:



Stefanie M. Gusha
Sr. Director, Collective Bargaining