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ARTICLE 23

SALARY

23.1 The salary schedule that pertains to employees in this bargaining unit shall be the schedule found in Appendix G of this Agreement.

Employees may receive salary adjustments on the salary schedule due to General Salary Increases (GSIs) and/or in-range progressions.

23.2 An employee shall be assigned to a rate within the open salary range appropriate to their classification.

23.3 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) 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, the Union shall have the option to re-open negotiations on Article 23, Article 24, and Article 28 (Salary, Benefits, Hours of Work) by providing a written request to the CSU after the Governor has released the 2023/2024 May Revision, but prior to July 31, 2023. The re-opener on Article 28 shall be limited to the topic of telecommuting.~~

For fiscal year 2023/2024, effective July 1, 2023 all bargaining unit employees in active pay status (or on leave) at the time of processing shall receive a 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 23.3b 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. In the event the Parties are unable to reach agreement each Party retains their contractual and statutory rights (e.g., the ability to proceed to impasse procedures).

Salary scale maximums and minimums for all classifications shall be increased by the amount of the General Salary Increases. These changes will be effective as of the date of the General Salary Increase in each fiscal year of this Agreement.

Bonus/Stipend Programs

- 23.4 a. Bonus/stipend programs shall be established as provided below. Such programs shall consist of one-time lump-sum payments to employees which are not re-occurring base salary increases. The funding for the Bonus/Stipend Programs was established from monies set aside (\$1,112,709, inclusive of benefits) pursuant to the parties' 2000-2003 Agreement.

Upon the expiration of this Agreement, the bonus programs provided in this Agreement shall continue in effect utilizing the available funds as specifically provided in this Agreement, unless modified in accordance with HEERA. However, CSU shall not be required to provide additional funds for the bonus programs during the term of this contract or in future contracts unless such additional funds are provided in a successor collective bargaining agreement.

The parties agree to maintain the bonus/stipend programs in 23.4 of the Agreement until June 30, 2024.

The parties agree that for Fiscal Years 2022/23 and 2023/24, the Merit Bonus pool created in Fiscal years 2005/06 and Fiscal Year 2006/07 (\$762,300) will be added to the monies available for the Budget Shortfall Mitigation (BSM) Bonus.

- b. Long-Term Service (LTS) Bonus Program

A lump-sum bonus shall be paid to all eligible employees who, during any of the fiscal years 2003/04 through the expiration of this Agreement complete a 5-year anniversary of continuous campus employment beginning at the employee's 10th year (employee's 10th, 15th, 20th, 25th, 30th, 35th, 40th, etc. years of qualified monthly service on the campus).

To be eligible, the employee must not have received disciplinary action as defined by Article 12.1 (B) during the five (5) year period immediately preceding the employee's appropriate 5-year anniversary (10th, 15th, 20th, 25th, 30th, 35th, 40th, etc.). Years in which an employee is under formal investigation for or has a disciplinary action under Article 12.1 (B) pending resolution, will not count toward or against the five (5) year eligibility period. For eligible employees paid on a 12-month basis, the bonus amount shall be equal to five percent (5%) of the employee's monthly salary rate as of the employee's 5-year anniversary date, multiplied by twelve (12). Eligible employees on other pay plans shall receive an appropriate pro-rata amount. Each employee's bonus amount shall be expressed as a percentage of the employee's previous calendar year's earnings (including overtime, if any).

For employees with a time base, qualified monthly service is defined as a month in which the employee is in pay status for eleven (11) or more workdays, regardless of the number of hours of work each day. For intermittent employees, any month in which an employee works at least forty-two (42) hours will count as a month of qualifying service.

A year of qualifying service means twelve (12) consecutive pay periods and ten months of qualifying service for a 10-month or 10/12 employee; twelve (12) consecutive pay periods and eleven (11) months of qualifying service for an 11/12 employee; twelve (12) consecutive pay periods and twelve (12) months of qualifying service for a 12-month employee; and completion of one (1) full academic year of qualifying service for an academic year employee.

The Long-Term Service Bonuses for each fiscal year shall be paid no later than September 1 following the end of the fiscal year.

Decisions regarding the granting or denial of a Long-Term Service Bonus shall not be subject to Article 10, Grievance Procedure. However, APC may grieve an alleged violation of a specific term of this provision 23.4, subject to provision 10.5.F.4.

c. Educational Achievement Stipend (EAS) Program

The Educational Achievement Stipend Program established in the parties' 2000-2003 Agreement shall be continued for employees who receive a master's and/or doctoral degree during the term of this Agreement. The amount of each stipend for a master's degree shall be \$2,272.37, and the amount of each stipend for a doctoral degree shall be \$2,840.46. Educational Achievement Stipends shall be paid out of available bonus/stipend funds as specified in provision 23.4.A above, provided sufficient funds are available from the pool of \$1,112,709. If sufficient funds are not available, the parties will meet to discuss whether to reduce the amount of the stipends or to delay some or all of the payments until the next year in which sufficient funds are available.

The Educational Achievement Stipends for each fiscal year shall be paid no later than September 1 following the end of the fiscal year for those employees who are on the payroll on August 1 following the end of the fiscal year.

d. Budget Shortfall Mitigation (BSM) Bonus Program

In each fiscal year of this Agreement, all active or on-leave bargaining unit employees with a time base as of May 1 of the applicable fiscal year shall receive a Budget Shortfall Mitigation Bonus. The amount of the BSM Bonus shall be the same amount for each full-time employee and a pro-rated amount, based on time base, for each part-time employee.

The amount of each year's bonus will be determined by dividing the remaining bonus/stipend funds by the number of eligible full-time equivalent bargaining unit employees. The remaining funds are the funds in the pool of \$1,112,709, inclusive of benefits (established pursuant to the parties' 2000-2003 Agreement) less the funds paid for that fiscal year's Long-Term Service Bonuses and Educational Achievement Stipends.

Should the BSM Bonus be less than \$100.00 per full-time equivalent bargaining unit employee, the bonus will not be paid and the pool available for the BSM Bonus will be rolled over to the next fiscal year's funds available for BSM Bonuses.

BSM Bonuses will be paid no later than November 1 immediately following each fiscal year.

Merit Bonus Program

- 23.5
- a. The Merit Bonus Program funds shall be dedicated to providing one-time, lump-sum bonuses awarded in recognition of above average performance on a project, recognition of one-time or special project performance, for members of a team in recognition of their performance as a team based on criteria established by the campus, above average performance in general, or other significant contributions to the campus and/or CSU community.
 - a. The Merit Bonus Program award shall be expressed as a percentage of gross pay for the period of time of performance for which the bonus is awarded.
 - b. The decision of the President, the President's designee, or other appropriate administrator as to who is to receive a Merit Bonus Program award and/or the amount of an award

shall not be subject to Article 10, Grievance Procedure. However, APC may grieve an alleged violation of a specific term of this provision 23.5 subject to provision 10.5.F.4.

- c. All funds in the Merit Bonus Program pool shall be awarded prior to the end of the fiscal year in which the funds are available.
- d. For Fiscal Years 2022/2023 and 2023/ 2024 there will be no merit bonuses from the Merit Bonus Program pool. The monies in the pool will be combined with monies available for the Budget Shortfall Mitigation Bonus and awarded as a Budget Shortfall Mitigation Bonus.
- e. In addition to the Merit Bonus Program pool established for General Fund employees, a similar pool shall be established for all non-General Fund employees on each campus. The amount of the Merit Bonus Program pool for non-General Fund employees shall be the same percentage amount of their salaries and related benefit costs as is the case for General Fund employees. An individual campus may augment its General Fund Employee Merit Bonus Program pool above the amount specified in the Agreement, and the non-General Fund Merit Bonus pool may exceed the amount provided for herein.

Salary Stipends

23.X1 An employee may receive a monthly salary stipend for additional work assigned by an Appropriate Administrator. These additional work assignments are to be made in writing and must have a specific beginning and ending date.

Nothing in Article 23.X1 will supersede any other provision of the Collective Bargaining Agreement (e.g., Article 28 – Hours of Work).

The Appropriate Administrator’s decision regarding the stipend shall be final, and shall not be subject to the Grievance Procedure.

Salary Adjustments Due to Reclassification

23.6 When an employee is reclassified to a classification with a lower salary range within the same series, the appropriate rate in the salary range shall be determined by considering any previous related service in a higher or lower class. Notwithstanding the above, in no case shall the new salary exceed the rate previously received in the higher class.

23.7 When an employee is reclassified to a classification with a lower salary range in another series, the appropriate rate in the salary range shall be determined by the appropriate administrator. Notwithstanding the above, in no case shall the new salary exceed the rate previously received in the higher class. Determination of the appropriate rate in such cases shall be made by

applying the criteria that would normally be used for making an initial appointment to that class.

- 23.8 When an employee is reclassified to a classification with a higher salary range, the appropriate rate in the salary range shall be determined by the appropriate administrator. The rate in the higher salary range shall be an increase of at least five percent (5.0%).

Additional Bonus Programs - Campus Funded

- 23.9 The CSU may award lump-sum bonuses (not permanent increases in base salary) for reasons identified below. Such bonuses may be awarded at the discretion of the President at any time and only for the following three (3) reasons:

- a. A recruitment bonus may be offered to a candidate as an inducement to commit to employment with the CSU. If the candidate does not complete the probationary period, the bonus must be returned to the CSU.
- b. A retention bonus may be awarded to an employee for staying with the CSU and who is in a position in a classification that is critical to the ongoing operations of the CSU, is in short supply in the labor market, and is a difficult to recruit for classification. The requirements for the retention bonus must be in writing. The minimum time period that an employee must commit to stay with the CSU in order to receive a retention bonus is twelve (12) months.
- c. A critical skills bonus may be awarded to an employee who possesses and uses skills that are necessary and critical to the ongoing operations of the CSU. The employee must be actively using the skills in order to receive the bonus.
- d. Provision 23.9 shall not be subject to Article 10, Grievance Procedure. The decision of the President to award or not award a bonus under this provision, or regarding the amount of such a bonus, shall be final and non-grievable. However, APC may grieve an alleged violation of a specific term of this provision 23.9, subject to provision 10.5.F.4.
- e. The bonuses in this provision 23.9 shall be campus funded.

- 23.10 For non-exempt employees, all bonus and stipend awards provided by this Agreement are based on a percentage of the employee's annual gross salary, including overtime.

In-Range Progression - Campus Funded

- 23.11 An increase in an employee's pay rate within a salary range of a classification due to increased responsibilities and skills of the employee, in recognition of extraordinary performance, or for market or pay equity reasons, is referred to as in-range progression.

A request for an in-range progression review may be submitted by the employee or manager. Employee initiated in-range progression requests shall be submitted to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following submission of any prior in-range progression request by the employee. Review of an in-range progression request shall be completed within ninety (90) days.

When an in-range progression occurs, the appropriate salary increase shall be determined by the President. Such increases shall be campus funded. This provision 23.11 shall not be subject to Article 10, Grievance Procedure. The decision of the President to award or not award an in-range increase under this provision, or regarding the amount of such increase, shall be final and non-grievable. However, APC may grieve an alleged violation of a specific term of this provision 23.11, subject to provision 10.5.F.4.

Information Reports

- 23.12
- a. The name, classification and campus of each recipient of a GSI, an in-range progression increase or other base salary increase, together with the salary as of June 30th and the dollar amount of each increase awarded each recipient, shall be reported annually to the APC Statewide Office no later than ninety (90) days following the end of each fiscal year. Increases shall also be reported by amount of increase, gender and ethnicity (but without individual names) for each campus. Reports shall identify all increases, including performance awards, by category: GSI, in-range progression increase, or other base salary increase.
 - b. Reports containing information described in 23.12.A above regarding Long-Term Service Bonuses (described in provision 23.4.B), Educational Achievement Stipends (described in provision 23.4.C), Merit Bonuses (described in provision 23.5) and Bonuses described in provision 23.9 shall be provided annually to the APC Statewide Office no later than ninety (90) days following the end of each fiscal year.
 - c. A report containing information described in 23.12.A above regarding Budget Shortfall Mitigation Bonuses (described in provision 23.4.D) shall be provided annually to the APC Statewide Office no later than ninety (90) days following payment of the bonuses.