

ARTICLE 31

SALARY

- 31.1 The salary schedules that pertain to employees covered by this Agreement shall be found in Appendix C and incorporated in this Agreement by reference. Employees may be paid salaries at any amount on the schedule for their rank/classification in Appendix C. Faculty unit employees shall not be hired above the maximum of the salary ranges in either the librarian classifications or the assistant and associate instructional faculty ranges (and the corresponding lecturer ranges B & C). Hiring salary above the salary maximum in Appendix C for instructional faculty appointed into the full professor rank (and the corresponding lecturer range D) shall require Presidential approval. SEE JULY 31, 2007 SIDE MOU IN APPENDIX H.
- 31.2 Increases in the base pay of faculty unit employees can only occur when a faculty unit employee receives an Increase for Market pursuant to provision 31.25, is promoted and receives a salary increase, or during those fiscal years in which the CFA and the CSU specifically agree to provide increases in one or more of the following categories:
- a. Across the board General Salary Increases.
 - b. Service Salary Increases pursuant to this Article in an amount set forth below.
 - c. Post-Promotion Increases pursuant to this Article in an amount set forth below.
 - d. Equity Increases – Increases intended to address faculty equity issues, including discipline-based salary inversion and compaction for those faculty evaluated according to the existing evaluation criteria, and making at least satisfactory progress, pursuant to Articles 31.10 -31.16.
- 31.3 Bargaining unit employees shall receive written notification of all salary increases that occur during an academic year. The notification shall include the reason for the salary increase, the new rate of pay, and the effective date of the increase.
- 31.4 Faculty involvement in consultation and recommendation of appropriate rank for newly hired faculty shall not be diminished.

- 31.5 Promotion shall be accompanied by advancement of at least nine percent (9%) on the salary schedule.
- 31.6 Range elevation for lecturers shall be accompanied by advancement of at least five percent (5%) on the salary schedule.

One-Time Payment

- 31.7 To compensate faculty unit employees who are in active pay status as of the date of ratification of this Agreement for the additional time and effort required to make significant changes to the delivery of instruction due to the coronavirus, a one-time payment of \$3500 will be made to each faculty unit employee who worked an average of 1.0 timebase during Fall 2020 and Spring 2021 (or the equivalent academic year on a quarter campus). For those who worked less than an average of 1.0, this payment will be prorated by the faculty member's average timebase worked for Fall 2020 and Spring 2021 (or the equivalent academic year on a quarter campus), but not to exceed a 1.0 timebase. A semester (or quarter) not worked shall be considered a zero timebase. This payment is based on the time and effort required to adapt curriculum, alter related services, modify course evaluation practices, and implement modified programs to accommodate student needs resulting from the coronavirus pandemic including students' technological, illness, and dependent care requirements, among others.

This payment is considered taxable income subject to all normal payroll withholding and is to be paid through the state payroll system. This payment is not considered reportable compensation for purposes of calculating CalPERS retirement benefits. Payments to faculty unit employees participating in the Faculty Early Retirement Program will be made if allowed under CalPERS rules and regulations.

General Salary Increases

- 31.8 For fiscal year 2021/2022, all Faculty Unit Employees shall receive General Salary Increases (GSIs) of 4% effective July 1, 2021. At the same time that the GSI is applied on July 1, 2021, the minima, the Service Salary Increase (SSI) maxima, and the maxima on the salary schedules shall be adjusted upward by the amount of the GSI.

For fiscal year 2022/2023, all Faculty Unit Employees shall receive a General Salary Increase (GSI) of up to 4% effective July 1, 2022, 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.

Once the new, unallocated, ongoing funding from the state is obtained and determined, the formula for General Salary Increases for 2022/2023 will be as follows:

New, Unallocated, Ongoing State Funding	GSI
1. \$300,000,000 or more	4% GSI
2. \$200,000,000 to \$299,999,999	3% GSI
3. \$199,999,999 or less	Re-opener

- a. If the final Budget Act of 2022 contains a funding provision earmarked for across-the-board CSU employee compensation, then CFA will receive its portion of those dollars, based on the percentage of CFA's compensation base compared to all other employee groups. The current CFA compensation base is approximately 50.17% of the total compensation base for all employee groups.
- b. If the final Budget Act of 2022 contains a funding provision earmarked for CFA-represented employees, those dollars will be directed to CFA compensation.

If the amount of money earmarked (in a. and/or b. above) for CFA compensation provides for a 4% General Salary Increase or more, then no determination of new, unallocated, ongoing funding will be done. If, however, those dollars (in a. and/or b. above) are short of a 4% General Salary Increase, then the determination of new, unallocated, ongoing funding will occur. The above formula will then be used to supplement the funding provision earmark from the State to a maximum of a 4% General Salary Increase.

At the same time that the GSI is applied on July 1, 2022, the minima, the Service Salary Increase (SSI) maxima, and the maxima on the salary schedules shall be adjusted upward by the amount of the GSI.

Salary Re-openers

- 31.9 For Fiscal Year 2023/2024, the Union shall have the option to re-open negotiations on Articles 20, 23, 31, 32, and 37 (Workload, Leaves of Absence with Pay, Salary, Benefits, and Health and Safety) by providing a written request to the CSU after the Governor has released the May Revise, but prior to July 31, 2023.
- 31.10 If during the meet and confer process over salary and benefits, the parties cannot reach an agreement, then the parties shall use the impasse procedures within HEERA.

Equity Increases

For the term of this agreement, Provisions 31.11 and 31.14 shall not be implemented.

- 31.11 The CSU agrees to fund a system-wide equity program in the amount of \$2 million (two million dollars) in compensation increases to be distributed in Fiscal Year 2014-2015 to all tenured and probationary faculty unit employees who meet the following eligibility criteria as of July 1, 2014, and who are not rehired annuitants or participants in the Faculty Early Retirement Program:
- a. If the individual's current rank is Assistant Professor or equivalent, they were hired between Academic Years (AY) 2006-07 and 2013-14, and their base salary is below the SSI maximum.
 - b. If the individual's current rank is Associate Professor or equivalent, they were hired between AY 2000-01 and 2013-14, and their base salary is below the SSI maximum.
 - c. If the individual's current rank is Full Professor or equivalent, they were hired between AY 2000-01 and AY 2013-14, and their base salary is below the SSI maximum.

The calculation for the distribution of the funds will occur in three steps. First, the funds will be apportioned to each rank (i.e. Assistants and equivalents; Associates and equivalents; and Fulls and equivalents) based on the total calculated cost to increase the base salary for all eligible tenured and probationary faculty unit employees in each rank to the SSI maxima in their range.

Second, in each of the three ranks, the funds will be distributed proportionally to each hire year cohort. Funds will be distributed based on the total calculated cost to increase the base salary of all eligible tenured and probationary faculty unit employees in each hire year cohort to the SSI maxima in their ranks.

Third, once the proportional dollar figure allocation for each rank and hire year cohort is established, the allocation for each rank and hire year cohort will be equally divided amongst all eligible faculty unit employees. This allocation shall result in the same award amount for all eligible faculty unit employees in each of the rank/hire year cohort groups.

For each eligible faculty unit employee, the award shall result in an increase to base salary effective July 1, 2014. This award shall be applied in accordance with 31.2, and the CSU shall make a good-faith effort to distribute awards by February 1, 2015.

- 31.12 Presidents may make awards¹ which, if issued, must address campus equity issues, including, but not limited to inversion and compression. The President shall consult with representatives of the campus CFA chapter in developing the procedures and criteria to be used in determining the distribution of such equity awards. While not all departments and/or programs may be affected, the distribution of awards must use criteria that are developed based upon a campus-wide review of salary issues. These awards are distinct from Market Increases set out separately in Article 31.25.
- 31.13 The President or designee shall provide a list once each year to the CFA of the faculty members on each campus who have received a campus-based equity increase, including the amount of the increase and the effective date of the increase.

Appeals of Equity Awards

- 31.14 The decision to grant an equity award and/or the amount of the increase to be granted shall not be subject to the grievance procedures in Article 10. However, the CFA (Appellant) may file a notice of appeal on behalf of an employee, or group of employees, alleging that there has been a claimed violation, misapplication, or misrepresentation in the application of provisions 31.12 of this Article in relation to the procedure by which a decision

¹ The word “additional” was removed because Provision 31.11 is not being implemented for the term of this Agreement.

was made to grant or deny an Equity Increase in any individual case or cases. The CFA shall not appeal on behalf of unit members who do not wish to pursue an appeal. The following procedures shall apply to appeals.

- a. The appeal must be filed no later than twenty-one (21) days after the event giving rise to the appeal, or no later than twenty-one (21) days after the Appellant knew or reasonably should have known of the event giving rise to the grievance. The Appellant shall state clearly and concisely in the notice of appeal, the name(s) of the employee(s) on behalf of whom the appeal has been filed and the term(s) of this Article alleged to have been violated, misinterpreted, or misapplied in relation to the procedure by which a decision was made to grant or deny an Equity Increase.
- b. Within thirty (30) days the parties shall meet at a mutually acceptable time and place in order to try to resolve the appeal informally.
- c. In the event that the appeal is not resolved to the Appellant's satisfaction through informal efforts, the Appellant may request that the matter be subjected to a third party neutral for review. Such a request must be made in writing within forty-five (45) days of the filing of the notice of appeal.
- d. A third party neutral will be jointly selected by the CSU and CFA to hear all cases thus appealed.
 1. The third party neutral shall schedule a review of such cases within thirty (30) days from the date of the request for review at a time and place acceptable to the parties. Since time is frequently of the essence in rendering a remedy that is meaningful for both faculty members and the administration, review procedures shall be as determined by the third party neutral, but shall provide for no more than one (1) day of review except by written agreement of the parties. Except upon the written agreement of the parties in a particular case, no briefs shall be filed. The third party neutral's decision sustaining or denying the appeal shall be issued after a brief study period at the conclusion of the review, but in any event no later than three (3) days from the close of the review, and need not include supporting rationale unless requested by a Party.

2. The third party neutral shall not sustain an appeal unless there is:
 - i. a preponderance of the evidence to do so;
 - ii. clear and convincing evidence of a procedural error.

The normal remedy for such a procedural error will be to remand the case to the review level where the error occurred for reevaluation.

3. If the third party neutral is able to state with certainty that had it not been for the procedural error the faculty member would have received an Equity Increase, then the third party neutral may make an Equity Increase award, subject to the limitation that the total amount of awards cannot exceed the funds allocated by the President for the Equity Program for that fiscal year.

The third party neutral's decision in any given case shall not set a precedent, and it shall not be cited in any other administrative or legal forum. The decision of the third party neutral shall be final and binding.

4. All costs of the appeal process shall be borne equally by both parties.

Post-Promotion Increase

- 31.15 In Fiscal Year 2022-2023, for all eligible faculty, a Post-Promotion Increase of 2.65% shall be paid effective on faculty unit employees' anniversary date. The Post-Promotion Increase is a program for those senior faculty members (Full professors and Lecturer D faculty and equivalent librarian, counselor, and coaching faculty ranks) who have exhausted all their SSI eligibility.

Lecturer Range Placement

- 31.16 The CSU shall not appoint temporary faculty unit employees who possess terminal degrees appropriate to teaching in the discipline in the Lecturer A classification.

Service Salary Increases

- 31.17 To determine whether a faculty member has received the maximum allowable number of SSIs, one must deduct the amount of any FMIs they have received, regardless of the rank or classification in which they were awarded. The parties agree to continue this definition regarding SSI eligibility for those faculty who have received an FMI award.
- 31.18 A Service Salary Increase (SSI) refers to upward movement on the salary schedules. Such adjustments shall be determined by the CFA and CSU during negotiations annually, and shall be limited following appointment or the most recent promotion to no more than:
- a. four (4) steps on the salary schedule in effect prior to the 1995-98 Agreement, or
 - b. eight (8) Service Salary Step Increases under the salary schedule(s) in effect since that Agreement, or
 - c. a combination of both (a) and (b) preceding that does not exceed a total of eight (8) Service Salary Step Increases on the salary schedule.
- 31.19 No SSIs will be granted above, nor shall the granting of an SSI result in a salary rate above, the SSI maximum rates of pay for all bargaining unit ranks and classifications on the salary schedule in Appendix C except as provided for in Article 31.17.
- 31.20 An employee shall receive written notice of denial of a Service Salary Increase as soon as is practicable after the denial decision.
- 31.21 Upon request of an employee denied an SSI, a meeting shall be arranged within seven (7) days with an appropriate administrator for the purpose of reviewing such denial. The employee may be represented at this meeting by the CFA. At this meeting, the appropriate administrator may establish with the employee conditions upon which the SSI shall be authorized within the year, and the date of review to determine whether such conditions were met.
- 31.22 The appropriate administrator may at any time reverse the denial of an SSI. Such a reversal may be effective retroactively or effective for a part of the year.

- 31.23 A Service Salary Increase shall be implemented only in Fiscal Year 2021/22 and Fiscal Year 2023/24, effective on the faculty unit employees' anniversary date.
- 31.24 In a year in which the parties have agreed that a Service Salary Increase shall be paid, there shall be a two and sixty-five one hundredths percent (2.65%) Service Salary Increase upon the determination by the appropriate administrator that an employee has performed in a satisfactory manner in carrying out the duties of their position. Such a determination shall be after consideration of material in the employee's Personnel Action File. The Service Salary Increase shall be effective on the eligible employee's anniversary date.

Increases for Market

- 31.25 The President may grant a salary increase to a probationary or tenured faculty unit employee to address market considerations. Such increases shall not be bound by the eight (8) service increases referenced in provision 31.18. Applications for market adjustments shall be submitted by the faculty member to the department chair, with a copy to the President or designee, on forms provided by the President or designee. Applications for market-based increases shall normally be accompanied by documentation supporting the market-based salary lag or a bona fide offer of employment from another college or University. Applications shall be reviewed separately by a department committee of tenured faculty and the department chair, with the department chair forwarding both recommendations to the President or designee. The decision to grant an exceptional market adjustment and the amount of the increase to be granted shall not be subject to grievance procedure.
- 31.26 Upon written request by the CFA campus Chapter President to the President at a campus, the President or designee shall provide a list once each year to the CFA of the faculty members on each campus who have received a market adjustment, and the amount of increase granted.

Department Chairpersons

- 31.27 Employees reclassified to department chair in class codes 2481 and 2482 shall receive a minimum salary increase of eighty dollars (\$80.00) per month of service as chairperson. Chairpersons of departments of eighteen (18) or more full-time equivalent faculty (FTEF) shall receive an additional minimum amount of forty dollars (\$40.00) per month of service as chairperson at the time of reclassification.
- 31.28 The salary increase identified in provision 31.27 shall be incorporated into the salaries of department chairpersons when they are placed on the salary ranges for class codes 2481, and 2482 identified in Appendix C. This increase shall be deducted from the salaries of department chairpersons effective on the date that their chairperson assignment ends.

Direct Deposit

- 31.29 The Direct Deposit program provided by the State Controller's Office will be made available to all bargaining unit employees determined eligible by the State Controller's Office.