

## 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. In addition, employees in the assistant professor, associate professor and full professor rank for any instructional faculty classification and the librarians may be paid at a salary rate above the maximum for their classification in Appendix C.<sup>1</sup> **SEE JULY 31, 2007 SIDE MOU IN APPENDIX G.**
- 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 31.27, 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, which are performance based increases provided pursuant to this Article in an amount set forth below.
  - d. Equity Increase – Increases intended to address pay inversion issues for those faculty evaluated according to the RTP criteria and process and making at least satisfactory progress.
- 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.

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<sup>1</sup> 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.

- 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 seven and one-half percent (7.5%) 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.

#### General Salary Increases

- 31.7 For fiscal year 2006/07, the salary of each faculty unit employee and the minimum, maximum and SSI maximum rates on the salary schedule of faculty unit employees shall be increased by three percent (3.0%) effective July 1, 2006 and an additional one percent (1%) effective close of business June 30, 2007.
- 31.8 For fiscal year 2007/08, the salary of each faculty unit employee and the minimum, maximum and SSI maximum rates on the salary schedule of faculty unit employees shall be increased by three and seven-tenths percent (3.7%) effective July 1, 2007 and by an additional two percent (2%) effective close of business June 30, 2008.
- 31.9 For fiscal year 2008/09, the salary of each faculty unit employee and the minimum, maximum, and SSI maximum rates on the salary schedule of faculty unit employees shall be increased by three percent (3.0%) effective July 1, 2008 and by an additional two percent (2%) effective close of business June 30, 2009.
- 31.10 For fiscal year 2009/10, the salary of each faculty unit employee and the minimum, maximum, and SSI maximum rates on the salary schedule of faculty unit employees shall be increased by four percent (4.0%) effective July 1, 2009, and by an additional two percent (2%) effective close of business June 30, 2010.
- 31.11 The General Salary Increases provided in fiscal years 07/08, 08/09 and 09/10 shall be reconsidered if the CSU does not receive an amount in the Budget Act for that year consistent with the Compact. If less than this amount is appropriated and the CSU determines that the appropriated level of funding requires a reduction in the contractual GSI percentages, the issue shall be subject to the meet and confer process. If during the meet and confer process the parties cannot reach an agreement on the amount of the GSI, Article 9 shall

be suspended or, as an alternative, the parties may submit the issue to a mediation/arbitration process.

Notwithstanding the provisions of Article 41, this process shall be the exclusive remedy for GSI and SSI adjustments in the event the CSU does not receive an amount in the Budget Act for that year consistent with the Compact.

#### Budget Augmentation for Fiscal Years 2007/08, 2008/09 and 2009/10

31.12 The CSU is also committed to requesting a one percent (1.0%) augmentation of the total salary pool for fiscal years 2007/08, 2008/09 and 2009/10. In the event that these augmentations are provided in the final CSU budget in any of these years, the general salary increase for members of the bargaining unit shall be increased by one percent (1.0%) on July 1<sup>st</sup> of the fiscal year in which it is received.

#### Post Promotion Increases (PPI)

31.13 There shall be a pool of seven million dollars (\$7,000,000) in fiscal year 2008/09 and a pool of seven million dollars (\$7,000,000) in fiscal year 2009/10 for the award of Post Promotion Increases. This pool shall include both the associated payroll contributions paid by the CSU and an appeals pool of seven hundred thousand dollars (\$700,000). These pools for the award of Post Promotion Increases in each of the fiscal years of the Agreement shall not be subject to budget contingency requirements.

31.14 There shall be no requirement to expend all funds identified in provision 31.13 above for such increases. Any portion of the funds not expended in any fiscal year shall automatically be added to the Post Promotion Increase pool in the next fiscal year.

Upon conclusion of the PPI program, any remaining unspent funds shall be added to the GSI amount awarded on June 30, 2010, unless otherwise mutually agreed.

31.15 The Post Promotion Increase Program:

- a. Eligibility: The Post Promotion Increase (PPI) Program 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. Having established the pool of

eligible recipients, one half of the pool will be nominated for PPI increases in fiscal year 2008/2009, and the second half of the pool in fiscal year 2009/2010. Selection of the two groups will be conducted by reference to their dates of hire. The half of the pool with the earliest dates of hire will be considered for PPI increases in fiscal year 2008/2009, with the remainder being considered in fiscal year 2009/2010.

- b. Standards: Although academic work is normally divided among teaching, scholarship-professional development and service, the PPI process will evaluate all faculty members on their actual work assignments.
- c. Process: The eligible unit employee shall provide a maximum of two pages summarizing accomplishments since last promotion in categories in which they choose to be evaluated. A recommendation for a PPI award may then be made by a faculty RTP committee at the initiating unit. If the committee establishes that the faculty member "meets expectations" in those areas for which s/he is evaluated, s/he shall receive a two and one-half percent (2.5%) salary increase. In cases when the committee establishes that the faculty member "exceeds expectations" in one or more areas, the President or designee shall establish the amount of award which shall be no less than two and seventy-five one hundredths percent (2.75%) salary increase and no more than three and one-half percent (3.5%) salary increase.

It is the intent of the Parties that PPI evaluations be conducted according to the evaluation process set forth in Article 15 using established criteria for teaching, scholarship, and service. Further, whenever possible, said evaluations should take place as part of the regularly scheduled evaluative process and not conducted separately.

- d. Appeal: Each campus shall have an appeal committee composed of five (5) Full Professors who are not being considered for a PPI in that given year. The appeal committee shall be elected per the campus Senate process. Faculty members can appeal the department/initiating unit committee's substantive recommendations and/or the award amount determined by the President. The award of the appeal committee to an individual cannot exceed the amount designated in the PPI program for the related Evaluation rating, and the total amount of all awards cannot exceed the amount of funds provided in the appeals pools. The decision of the faculty appeal committee shall be final and binding.

e. Contractual Appeal Process:

1. 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 this Article in relation to the procedure by which a decision was made to grant or deny a Post Promotion Increase in any individual case or cases. The contractual appeal process may not be used to appeal any matter subject to appeal to the Faculty Appeal Committee in 31.15d above; or any decision of that Committee. The CFA shall not appeal on behalf of unit members who do not wish to pursue an appeal.
2. 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 a Post Promotion Increase.
3. Within thirty (30) days the parties shall meet at a mutually acceptable time and place in order to try and resolve the Appeal informally.
4. 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 45 days of the filing of the notice of appeal.
5. A third party neutral will be jointly selected by the CSU and CFA to hear all cases thus appealed.
6. 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.

7. The third party neutral shall not sustain an Appeal unless there is:
  - i. a preponderance of 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.

8. 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 a Post Promotion Increase, then the third party neutral may make a Post Promotion Increase award, subject to the limitation that the award for any individual does not exceed the amount designated in the PPI program for the related Evaluation rating, and the total amount of all awards cannot exceed the amount of funds provided in the appeals pools.

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.

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

31.16 This program is not applicable to faculty unit employees holding classifications which are paid at flat rates. Among others, the following classifications are not eligible for Post Promotion Increases because they are classifications with flat rates:

2323 – Instructional Faculty – Extension

2322 – Instructional Faculty – Special Programs

2402 – Instructional Faculty – Summer Arts

Equity Increases

- 31.17 a. Basic Principles of the Program Design:
1. Eligibility shall depend on a determination that the faculty member is making satisfactory progress based on the most recent evaluation completed in the RTP process.
  2. The program will be administratively efficient and shall not be burdensome to implement.
  3. The program design shall result in a total cost (including both associated payroll contributions paid by the CSU and an appeals pool) of seven million dollars (\$7,000,000) for 2007/08 and seven million dollars (\$7,000,000) plus any rollover funds for 2008/09.
  4. Administrative Oversight Committee: A joint committee comprised of two CFA representatives and two (high level) CSU representatives will oversee the administration of the equity program, monitor the program, and jointly determine if the program needs to be adjusted.

5. The parties agree that the first year focus is on Assistant Professors and equivalent librarian, coaching, and counselor ranks. The second year focus is on Associate and Full Professors and equivalent librarian, coaching, and counselor ranks.
6. Equity program money not used in year 1 will roll into money available for year 2. If there is still equity funding available after 2 years, it would be used to address any salary inequities that are still outstanding in the third year. If any equity funds are not used in the third year, they will be rolled into the GSI.
7. Appeals: Since the existing RTP and other evaluation processes as set forth in Article 15 utilizing established criteria for teaching, scholarship and service will determine eligibility, eligibility would not be appealed in the equity process set forth here. (Appeals may, however, be made to insure the accuracy of calculations and payouts.)
8. It is anticipated that this program will include:
  - i. Equity adjustment increases based on benchmark salaries in defined discipline groups;
  - ii. Equity experience stipends for those with the most severe salary inequities; and possibly
  - iii. Other equity increases.

The Oversight Committee shall be established within ten (10) days of ratification of this Agreement. The committee will be charged with developing the details of program and implementation within the basic principles outlined above. It is our intent that the program and implementation details for both equity adjustment increases for fiscal year 2007/08 shall be completed by September 1<sup>st</sup>, 2007. It shall be understood that the equity increases for 2007/08 shall be effective July 1, 2007 and for 2008/2009 effective July 1, 2008.

The details for the implementation of the equity experience stipends and all aspects of the program for 2008/09 shall be developed no later than January 1, 2008, unless a later date is mutually agreed to by the members of the Oversight Committee. Upon completion of the development of details, they will be incorporated into a side letter which will be signed by the CFA and CSU. In the event that the Oversight Committee cannot reach agreement on final contract language to implement the Equity Increase Program by September 1, 2007, the parties may either extend the deadline if progress is being made, or either party may invoke mediation/arbitration to resolve the dispute. An individual to serve as mediator/arbitrator shall be selected by mutual agreement from the statewide panel of arbitrators established pursuant to Article 10. The arbitrator shall be bound by the basic principles and the terms of the agreement regarding this program so that the cost of the program is \$7 million in 07/08 and \$7 million plus roll over in 08/09. For the 07/08 round, increases will be paid effective July 1, 2007. For the 08/09 round, the increases will be paid effective July 1, 2008.

b. Contractual Appeal Process:

1. 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 this Article in relation to the procedure by which a decision was made to grant or deny an Equity Increase in any individual case or cases. The contractual appeal process may not be used to appeal any matter subject to appeal in the process to be developed pursuant to 31.17a.7. The CFA shall not appeal on behalf of unit members who do not wish to pursue an appeal.
2. 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.

3. Within thirty (30) days the parties shall meet at a mutually acceptable time and place in order to try and resolve the Appeal informally.
4. 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 45 days of the filing of the notice of appeal.
5. A third party neutral will be jointly selected by the CSU and CFA to hear all cases thus appealed.
6. 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.
7. 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.

8. 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 award for any individual does not exceed the amount designated in the Equity Program, and the total amount of all awards cannot exceed the amount of funds provided in 31.17.a3.

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.

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

31.18 This program is not applicable to faculty unit employees holding classifications which are paid at flat rates. Among others, the following classifications are not eligible for Post Promotion Increases because they are classifications with flat rates:

2323 – Instructional Faculty – Extension  
2322 – Instructional Faculty – Special Programs  
2402 – Instructional Faculty – Summer Arts  
2357 – Instructional Faculty – Summer Session  
2356 – Substitute Instructional Faculty

#### Service Salary Increases

31.19 To determine whether a faculty member has received the maximum allowable number of SSIs, one must deduct the amount of any FMIs s/he has 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 that have received an FMI award.

- 31.20 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) above that does not exceed a total of eight (8) Service Salary Step Increases on the salary schedule.
- 31.21 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 31.19.
- 31.22 An employee shall receive written notice of denial of a Service Salary Increase, as soon as is practicable after the denial decision.
- 31.23 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.
- 31.24 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.
- 31.25 There shall be a two and sixty-five one hundredths percent (2.65%) Service Salary Increase during fiscal year 2006/07, 2007/08, 2008/09 and 2009/10 upon the determination by the appropriate administrator that an employee has performed in a satisfactory manner in carrying out the duties of his/her position, the employee shall receive an SSI. 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.

- 31.26 The Service Salary Increases provided in fiscal years 07/08 and 08/09 and 09/10 shall be reconsidered if the CSU does not receive an amount in the Budget Act for that year consistent with the Compact. If less than this amount is appropriated and the CSU determines that the appropriated level of funding requires a reduction in the contractual SSI percentages, the issue shall be subject to the meet and confer process. If during the meet and confer process, the parties cannot reach an agreement on the amount of the SSI, Article 9 shall be suspended or, as an alternative, the parties may submit the issue to a mediation/arbitration process.

Notwithstanding the provisions of Article 41, this process shall be the exclusive remedy for GSI and SSI adjustments in the event the CSU does not receive an amount in the Budget Act for that year consistent with the Compact.

#### Increases for Market

- 31.27 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 31.20. 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.
- 31.28 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, the amount of increase granted, and whether the increase was for market or for equity reasons, or both.

#### Department Chairpersons

- 31.29 Employees serving as department chair in class codes 2481 and 2482 shall receive a minimum stipend 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.
- 31.30 The stipends identified in provision 31.29 above 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. These stipend amounts shall be deducted from the salaries of department chairpersons effective on the date that their chairperson assignment ends.

#### Direct Deposit

- 31.31 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.

#### Salary Structure Reform

- 31.32 The parties hereby agree to the formation of a new Tri-Partite Panel whose charge will be to review and analyze the current Unit 3 salary structure, and to make recommendations for its change. The starting point for the review shall be the work completed under Section 31.29 of the previous Agreement entitled "CSU/CFA Salary Structure Study Committee."
- 31.33 No later than September 1, 2007, CFA and CSU will nominate its representative to the Panel and submit to each other the names and resumes of three (3) candidates to be named as the neutral third party on the Panel. The submissions shall include the names of individuals who have a background in higher education and the design of

compensation systems. The Parties will attempt to agree on the selection of one individual to serve as the neutral third party. If they are unable to agree on a neutral, then CFA and CSU shall each select one individual from their lists to be their representative on the Panel. These representatives will then compile a list of recently retired individuals who have a background in higher education and the design of compensation systems. From the compiled list, the representatives will select, through a striking process, a neutral to serve as the chair of the Tri-Partite Panel. The cost of retaining the Panel Chair shall be equally borne by CFA and CSU. The costs associated with each Party's representative on the Panel shall be borne by the appointment Party.

- 31.34 The Panel shall have the authority to convene meetings, take testimony, conduct research, retain qualified individuals or business to provide assistance, and obtain data from the CSU/State necessary for its work. The Panel's review shall be completed within one hundred and twenty (120) days of its initial meeting. The Panel will issue its recommendations to CFA and CSU within ninety (90) days of the conclusion of its review. Said recommendations shall be issued no later than September 1, 2008 and submitted to CFA and CSU for ratification by their respective governing bodies. If the recommendations are ratified by both CFA and CSU, then the parties agree that they will jointly seek funding from the legislature for the cost of implementing those recommendations as a settled collective bargaining agreement in accordance with HEERA. It is understood that this request will be in addition to the amounts under all aspects of the governor's compact as detailed in the document signed May 11<sup>th</sup>, 2004.