

Q & A: Answers to many questions about the TENTATIVE AGREEMENT FOR THE FACULTY Between CFA and the CSU administration

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*Also see the overview documents: "Summary of Salary Issues" and
"Summary of Non-Salary Issues" at calfac.org/settlement.html*

These answers apply to the tentative agreement (TA) now pending. If it is ratified by the CFA members and the CSU Trustees Collective Bargaining Committee, the TA will be incorporated into the contract covering the CSU faculty, which is bargaining Unit 3 among CSU employees.

OVERALL

Q: What will be the effective dates of the new contract, and when will the raises kick in?

A: The precise dates are still being worked out. The effective dates of the contract will most likely be starting July 1, 2005 or 2006 and expiring July 2, 2010. The first salary increases will be paid soon after ratification by both sides and be retroactive to July 1, 2006.

Q: Why is it called a "tentative agreement"?

A: In order for the agreement to become a contract, it must be ratified by a vote of the members of the California Faculty Association and by a vote of the Collective Bargaining Committee of the CSU Board of Trustees. Until then it is called a tentative agreement.

VOTING ON THE TA

Q: When will we vote on ratification of the tentative agreement?

A: As of this writing, voting is tentatively scheduled to take place May 1 to 3 and the results to be announced on May 7.

Q: How do I know whether I can vote?

A: All CFA members can vote. If you are not a member, you can join now and you will have the right to vote. Use a printed form available from your CFA campus chapter office or go to calfac.org/join.html

Q: I'm not sure whether I am a CFA member. How can I tell?

A: If there is an item on your paycheck called "DUES-CFA," you are a member. If the word "DUES" does not appear, you are not a member. If you are still not sure and want to vote, please fill out another membership form to be sure.

Q: What does a "Yes" vote mean?

A: A yes vote means the TA should become the contract for the faculty for the period of time indicated. Voting yes does not mean you have to agree with every item in it or that you think that every item is the best that should ever be negotiated. It does mean you accept this agreement for the term of the contract.

Q: What does a "No" vote mean?

A: A no vote means the tentative agreement should be rejected and the faculty should go on strike. If the TA is rejected there is no alternative to going on strike.

Q: How will voting be conducted?

A: Details are still being worked out (as of this writing). At this time the plan is for in-person voting and voting by email during the week of April 30-May 3. Campus chapters will choose three days during that week to conduct in-person voting. The days of voting will be publicized on your campus through posters, email and at meetings. The plan is to announce the outcome on May 7. These details are subject to change; please watch CFA Headlines calfac.org/headlines.html or contact your campus CFA chapter for precise information.

SALARY

Q: What raises can I expect to get?

A: Over the four years of the contract, all faculty (bargaining Unit 3 employees) will receive General Salary Increases (GSIs) totaling 20.7% (22.6% compounded) to their base salaries. See the summary of the salary agreement for the year-by-year breakdown at calfac.org/settlement.html and below for more on GSIs.

In addition, many faculty members will be promoted, which means a raise of at least 7.5%. Lecturers may receive a range elevation, which means a raise of at least 5%.

In addition, many faculty members will be eligible for one or more of the SSIs, which are 2.65% each (more below).

In addition, many junior and senior faculty will receive equity or post-promotion increases, the values of which will vary.

Q: The CSU Salary Structure is very confusing. What's the problem?

A: We agree, and so did the neutral third-party Fact Finder. The TA calls for a committee comprised of representatives from CFA, the CSU administration, and an independent third-party to develop a plan to reform the current salary structure. If the committee develops a program to which both parties agree, it could be put in place as soon as 2009/10.

Q: How and when can I get help to calculate my raise?

A: Unfortunately, right now CFA can't predict exactly what your unique, individual experience will be. However, we will be developing a worksheet to help estimate how the GSIs will affect your current salary. Check back at www.calfac.org for new materials as they are developed.

GSIs: GENERAL SALARY INCREASES

Q: When will we get our General Salary Increases?

A: Assuming the TA is ratified, the first GSI will be paid out in the earliest pay period following ratification. It will be a 3% raise, retroactive to July 1, 2006 (or later for those who were hired after that date). The next GSI of 1% will be effective on June 30, 2007 and the following day (July 1) another GSI of 3.7% will be in effect.

Q: Why are the GSIs split as shown in the "Summary of Salary Issues" at calfac.org/settlement.html?

A: By agreeing to delay part of each year's GSI to the last day of the fiscal year, we were able to negotiate higher GSIs than we could have if the whole amount was to be paid on July 1. Since the second installment of the GSI will be effective on June 30, the subsequent year's GSI will be added to a base salary that includes the additional percentage point(s).

For example: if my salary is \$52,000 in May 2008, it will be increased by 2% on June 30 to \$53,040. Then, the 3.7% GSI on July 1 will be computed and increase my salary to \$55,002.

Q: You say we are getting 20.7% in GSIs, but what is the compounded amount of the GSIs we will receive over the life of this contract?

A: The GSIs add up 20.7% but this compounds to 22.6%. This means, counting only the GSIs (excluding other raises such as SSIs, promotion, equity, PPI), your salary will increase by 22.6%

Q: It looks like the last 2% of our GSI is effective on June 30, 2010 and paid in July. Is that the only raise for 2010?

A: The contract will likely expire on July 2, 2010, but presumably we will be negotiating a successor contract by that time. Those negotiations will determine the GSI for 2010/11 to be in place July 2010.

SSIs: SERVICE SALARY INCREASES

Q: What is an SSI?

A: SSI stands for "service salary increase" and many people refer to them as "step increases". If you have completed a full year of service for the CSU, you may be eligible for an SSI of 2.65%. Eligibility depends on the number of SSIs you have already received and the amount of your salary relative to what is known as the "SSI MAX". For Lecturer eligibility, see below.

Q: What is the SSI maximum and how does it affect us?

A: If your salary is equal to or greater than the "SSI MAX" amount for your rank, then you are not eligible to receive an SSI. The SSI MAX will be adjusted upwards each time (and by the same amount) a GSI is awarded. However, each SSI provided in this agreement will be for 2.65%.

Any awards received under the previous Faculty Merit Program (FMI) do not reduce your eligibility for an SSI.

Q: Why have we not received SSIs in recent years?

A: SSI-eligible faculty receive SSIs only in years when SSIs are funded. In our new Tentative Agreement, SSIs are funded for all four years of the agreement.

Q: Is there a retroactive SSI?

A: For those faculty who would have been eligible to receive an SSI on their anniversary (hire) date in 2006, there will be a 2.65% SSI paid retroactively to that date. Most tenure-line faculty members have an anniversary date in August or September.

For example, if I am an assistant professor with a salary below the SSI MAX, and I taught during the 2005/06 academic year, I will be eligible for this SSI. If I was hired on Sept. 1st, my SSI will be paid retroactive to Sept. 1st, 2006.

EQUITY INCREASES

Q: What is the Equity program?

A: A new, system-wide program will be developed to provide salary increases to faculty members who are negatively affected by salary inversion within their discipline and among comparable disciplines. The TA provides \$14 million to fund this program during AY 07/08 and 08/09.

Q: Who will be eligible for the Equity program?

A: Assistant Professors (and equivalent tenure-track ranks) will be considered for equity awards in the first year of the program and Associate and Full Professors (and equivalent tenure-track ranks) will be considered in the second year.

Q: How will the Equity program work?

A: As of this writing, the details are still being finalized. Faculty members who are doing satisfactory work, based on the RTP (retention, tenure and promotion) process and criteria, will receive equity raises that bring their salaries up to yet-to-be-determined benchmark amounts. A joint labor/management committee will be set up as soon as the TA is ratified to work out the exact mechanisms, determine appropriate benchmarks, and oversee the implementation of the program to address unforeseen problems.

Q: Is the Equity Program really a "merit" program in disguise?

A: The Equity Program is similar to the RTP process and SSIs in that one must be deemed to be doing satisfactory work to qualify for an award. Other than that, the purpose is to fix unfairness in the salary structure and has nothing in common with the many discretionary pay programs that have been proposed or implemented by CSU administrators in the past.

POST-PROMOTION INCREASES

Q: What is a PPI?

A: "PPI" stands for "Post-Promotion Increase". A new PPI program will be in place for AY 08/09 and 09/10 during this contract. Each year, half of the eligible faculty will be considered for a PPI, which will range from 2.5% to 3.5%. The tentative agreement provides \$14 million to fund this new program.

Q: Who will be eligible for the PPI program?

A: Full professors, Lecturer Ds, Librarians, SSPAR III Counselors, and Unit 3 Head Coaches who have no further SSI eligibility will be eligible for a Post-Promotion Increase.

Q: How will the amount of my PPI be determined?

A: The final details of the program are still being hammered out but this much is clear: a unit committee comprised of faculty unit members will determine if the faculty member under consideration "meets expectations" or "exceeds expectations." Those who "meet expectations" will receive a 2.5% PPI and those who "exceed" could get an additional 1%, determined by the campus president. Appeals will go to a faculty committee whose decision will be final.

Q: Is the PPI really a form of "merit" raise?

A: The PPI has two standards as described above. The first standard is just like RTP and all other raises: satisfactory performance is required. The second standard is an incentive program in which the faculty of the respective units determine the standard. The amount of the award by the campus president may be appealed to a faculty committee whose decision will be final.

The purpose is to address an unfairness in the salary structure to allow faculty members trapped at the SSI MAX to get a raise. Eventually, the salary structure needs to be reformed to solve such unfair situations as discussed above.

LECTURERS

Q: I'm a lecturer. Do I qualify for the 20.7% General Salary Increases?

A: Yes.

Q: Will Lecturers get SSIs?

It depends. To be eligible to receive an SSI, a Lecturer must have completed at least 24 units on a semester campus or 36 units on a quarter campus, in the same department, since he or she was hired or last received an SSI.

According our Tentative Agreement, if a Lecturer was eligible for an SSI at the beginning of Fall 2006 term, that Lecturer will receive an SSI retroactive to Fall 2006. If a Lecturer was not eligible until later in the 2006/07 academic year, then the SSI will be retroactive to that later date.

SSI-eligible Lecturers who subsequently complete an additional 24 units on a semester campus or 36 units on a quarter campus, in the same department, will receive additional SSIs, beginning as early as the Fall 2007 term (depending on when the previous SSI was received). Only one SSI may be earned per year.

Every range in the salary schedule has an "SSI MAX" (see above). To be eligible for an SSI, faculty must be below this "SSI MAX" in their current range. Any Faculty Merit Increase previously awarded under the old FMI program does not count against SSI eligibility; therefore the SSI Max must be adjusted by the amount of any FMI award.

Q: How are three-year appointments for Lecturers affected by the new agreement?

A: Three-year appointments will be automatic for Lecturers who have taught at least one semester or two quarters per academic year for six consecutive years (except in cases of documented unsatisfactory performance or serious conduct problems).

The six years must be consecutive. For example, if a Lecturer taught at least one semester or two quarters in academic years 2001/02, 2002/03, 2003/04, 2004/05, 2005/06, and 2006/07 in the same department, then the Lecturer is eligible for an automatic three-year appointment starting Fall 2007.

The new contract will make clear that there is no "special or separate evaluation before a three-year appointment is made." During the six years preceding eligibility for a three-year appointment, it is expected that Lecturers will be evaluated regularly as per past practice and the contractual requirements of Article 15 in the contract. If the Lecturer thinks an unsatisfactory evaluation is unfair, the Lecturer has the right to contact CFA for advice about the possibility of filing a grievance.

By June 30, the department must post a list of Lecturers eligible for a three-year appointment.

Lecturers who currently have a three-year appointment have the right to automatically "roll-over" to a subsequent three-year appointment (except in cases of documented unsatisfactory performance or serious conduct problems).

RETIREMENT & FERP

Q: I plan to retire soon. How will the new contract affect me?

A: Anyone who plans to retire or has retired after July 1, 2006 will receive the pay raise effective that date. Retroactivity will be paid between July 1, 2006 and the retirement date. Anyone who retires before June 30, 2007 will not receive the raise scheduled for that date.

Q: Under the new contract, which year will be used to calculate my pension?

A: If the July 1, 2006 pay raise has the effect of causing the year prior to retirement that includes that date to be a faculty member's highest salary year for pension calculation purposes, PERS will recalculate the pension payment at a later date (not quickly). If a faculty member had, in the past, a higher earning year than the year including July 1, 2006, no pension payment recalculation is necessary.

Q: I'm already in FERP (Faculty Early Retirement Program). What do I get from the new contract?

A: You get the General Salary Increases for the period in which you are working. There will be no impact on your pension benefit.

PARKING

Q: Will we be paying more for parking?

A: Parking fees vary from campus to campus. Increases would be limited by the tentative agreement to the amount of the GSI. In no case would they be higher than the fees students are charged. The CSU had proposed substantial parking fee hikes on many campuses, e.g., an increase of \$294 at San Jose and an increase of \$254 at San Marcos.

Please watch for updates to this Q&A as we get more information, and as more of your questions come in to CFA.

Questions may be sent to contract1@calfac.org