

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 step on the schedule for their rank/classification in Appendix C, and may also be paid salaries between the rates for each step. In addition, employees in the full professor rank for any instructional faculty classification may be paid at a salary rate above the performance maximum for their classification in Appendix C.
- 31.2 Increases in the base pay of faculty unit employees can only occur when a faculty unit employee receives an Increase for Market or Equity pursuant to provision 31.23, 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. merit increases pursuant to this Article in an amount set forth below; and/or
 - c. Service Salary Step Increases pursuant to this Article in an amount set forth below.
- 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 three (3) steps [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 two (2) steps [five percent (5%)] on the salary schedule.

General Salary Increases

- 31.7 For fiscal year 2001/02, the salary of each faculty unit employee and the steps on the salary schedule of faculty unit employees shall be increased by two percent (2.0%) effective April 1, 2002.
- 31.8 For fiscal year 2002/03, the salary of each faculty unit employee and the steps on the salary schedule of faculty unit employees shall be increased by two percent (2.0%) effective July 1, 2002.

Merit Pay

- 31.9 Effective beginning on July 1, 2003, if the negotiated compensation increase settlement equals or exceeds three and one-half percent (3.5%), then a joint committee shall be convened to determine the specific provisions of a merit pay program with an understanding that twenty-five percent (25%) of the compensation settlement costs shall be dedicated to merit pay in any year when this three and one-half percent (3.5%) trigger is met. The implementation of the SSI required pursuant to provision 31.16 shall not be a factor in the calculation of this merit pay trigger. The issue of whether the implementation of SSIs in future years shall be a factor in the calculation of this merit pay trigger shall be subject to bargaining by the parties.
- 31.10 The parties agree that any merit pay program developed by the committee shall have binding appeals of final awards to a committee composed of faculty members. A pool of money shall be set aside for appeals so that the total amount of awards including appeals does not exceed the twenty-five percent (25%) of the compensation settlement costs.
- 31.11 Beginning with the award of Faculty Merit Increases effective on July 1, 1998, the award of a Faculty Merit Increase pursuant to the program provided in the 1998-2002 Memorandum of Understanding shall not diminish a faculty member's eligibility for remaining Service Salary Increases.

Service Salary Step Increases

- 31.12 A Service Salary Step 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 which does not exceed a total of eight (8) Service Salary Step Increases on the salary schedule.
- 31.13 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 in provision 31.11.

- 31.14 In fiscal year 2001/02, 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 amount of the SSI shall be two and sixty-five one hundredths percent (2.65%) and the effective date of this SSI shall be the close of business on June 30, 2002.
- 31.15 In fiscal year 2002/03, 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 amount of the SSI shall be two and sixty-five one hundredths percent (2.65%) and the effective date of this SSI shall be the close of business on June 30, 2003.
- 31.16 In fiscal year 2003/04, 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 amount of the SSI shall be two and sixty-five one hundredths percent (2.65%) and the effective date of this SSI shall be the close of business on June 30, 2004.
- 31.17 An employee shall receive written notice of denial of a Service Salary Step Increase, as soon as is practicable after the denial decision.
- 31.18 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.
- 31.19 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.
- 31.20 The determination of a faculty member's anniversary date has not changed as a result of the negotiations resulting in the current Agreement.

Counselor Faculty Unit Employees Salary Schedule Conversion

- 31.21 The following salary schedule conversion shall take place effective the close of business on June 30, 2002:
- 1) The salary schedule for Student Services Professional-ARI-AY shall be made identical to the salary schedule for Assistant Professor-AY. The salary rates of incumbent employees in this classification will be increased by 15.57% to approximate the appropriate step placement on the modified schedule.

- 2) The salary schedule for Student Services Professional-ARII-AY shall be made identical to the salary schedule for Associate Professor-AY. The salary rates of incumbent employees in this classification will be increased by 6.72% to approximate the appropriate step placement on the modified schedule.
- 3) The salary schedule for Student Services Professional-ARIII-AY shall be made identical to the salary schedule for Professor-AY. The salary rates of incumbent employees in this classification will be increased by 7.91% to approximate the appropriate step placement on the modified schedule.
- 4) The salary schedule for Student Services Professional-ARI-12 month shall be made identical to the salary schedule for Assistant Professor-12 month. The salary rates of incumbent employees in this classification will be increased by 15.59% to approximate the appropriate step placement on the modified schedule.
- 5) The salary schedule for Student Services Professional-ARII-12 month shall be made identical to the salary schedule for Associate Professor-12 month. The salary rates of incumbent employees in this classification will be increased by 6.73% to approximate the appropriate step placement on the modified schedule.
- 6) The salary schedule for Student Services Professional-ARIII-12 month shall be made identical to the salary schedule for Professor-12 month. The salary rates of incumbent employees in this classification will be increased by 10.41% to approximate the appropriate step placement on the modified schedule.

Fiscal Year 2003/04 Compensation

- 31.22 The parties will reopen negotiations pursuant to HEERA on Article 31, Salaries, and on Article 32, Benefits, for fiscal year 2003/04 in accordance with the timelines provided in provision 41.2 of this Agreement. The implementation of the SSI required pursuant to provision 31.16 above shall not be a factor in the negotiation of an overall compensation settlement for fiscal year 2003/04.

Increases for Market or Equity

- 31.23 The President may grant a salary increase to a probationary or tenured faculty unit employee to address market or equity considerations. Such increases shall not be bound by the eight (8) service increases referenced in provision 31.12. Applications for market or equity 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 or equity adjustment and the amount of the increase to be granted shall not be subject to grievance procedure.
- 31.24 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/equity adjustment, the amount of increase granted, and whether the increase was for market or for equity reasons, or both.

Department Chairpersons

- 31.25 Employees serving as department chair in class codes 2481, 2482, 2483 and 2484 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.
- 31.26 The stipends identified in provision 31.25 above shall be incorporated into the salaries of department chairpersons when they are placed on the salary ranges for class codes 2481, 2482, 2483 and 2484 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.
- 31.27 Effective the close of business on June 30, 2002, the stipend for department chairs shall be increased by an amount equivalent to a 7.0% increase in the salary of those faculty serving in academic year department chair classification codes 2482 and 2484. As provided in provision 31.26, the total stipend amounts shall be deducted from the salaries of department chairpersons on the date that their chairperson assignment ends. The minimum stipend amounts in provision 31.25 shall be increased by an amount equivalent to a 7.0% increase in the salary of those faculty appointed after July 1, 2002 to serve for the first time in academic year department chair classification codes 2482 and 2484.

- 31.28 Effective July 1, 2004, the minimum stipend amounts specified in provision 31.25 above for employees serving as 12-month department chairs in classification codes 2481 and 2483 shall be increased by 7% of that portion of the employee's salary related to the department chair assignment. This applies to employees serving in these classification codes as of July 1, 2004 and to employees appointed into these classification codes after July 1, 2004. As provided in provision 31.26, the total stipend amounts shall be deducted from the salaries of department chairpersons on the date that their chairperson assignment ends. This provision shall only be applicable to those 12-month department chairs in classification codes 2481 and 2483 whose current stipend does not reflect such a stipend increase since July 1, 2002. This benefit shall become effective only in the event that the final State General Fund budget appropriation to the CSU for fiscal year 2004/2005 equals or exceeds \$2.468 billion, excluding any increase from fiscal year 2003/2004 in funds received for retirement contributions and health benefits contributions.

CSU/CFA Salary Structure Study Committee

- 31.29 The parties agree to establish a joint CSU/CFA Labor/Management Committee that will develop recommendations on the following subjects: SSI reforms, increasing SSI Maximums, Lecturer SSI banking; payment above range maximums for Librarians and Counselors; open salary ranges; and payment for a 16th unit for all full-time lecturers. The Committee may also agree to discuss other issues related to the Faculty Salary Program. The committee will consist of five (5) representatives from each party and report its recommendations to each party by February 1, 2005.

Direct Deposit

- 31.30 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. This program shall become effective on the first of the calendar month following 60 days after the ratification of this Agreement by both parties.