

2022 Tentative Agreement FAQs

The CFA Bargaining Team has negotiated a Tentative Agreement for our new faculty contract. The CFA Board of Directors recommends ratification and is presenting the agreement to CFA members for a ratification vote. Upon ratification, the Agreement will deliver much-needed pay raises and avoid the possibility of a strike this spring. It will also move us forward on our anti-racism and social justice work. This Agreement was made possible by faculty pressure – our faculty unity – as exemplified through petitions to campus presidents signed by thousands of faculty members, demonstrations, and other solidarity actions.

CFA will hold all-faculty bargaining update meetings on January 19, 20, 25, 26, and 27 so that faculty can learn about what is in the new contract. Visit CFA's <u>Tentative Agreement page</u> to register for the meetings and to view the Tentative Agreement with highlighted changes.

We've assembled some Frequently Asked Questions to help members better understand the terms of the Tentative Agreement.

1. Q: How much will we receive in salary increases? Are they retroactive?

A: Yes!

Two General Salary Increases (GSIs) of 4% each, for ALL faculty members:

- 4% General Salary Increase (GSI) for this year (2021-22 Academic Year), retroactive to July 1, 2021. (You will receive a lump sum retroactive payment.)
- Additional 4% GSI, on July 1, 2022, contingent on the state budget, for the 2022-23 year.
- Agreement on reopener negotiations for salary increases in 2023-24.

Service Salary Increases (SSIs) of 2.65% each:

• Two rounds of Service Salary Increases (SSIs): 2.65% SSI for eligible faculty below the SSI max in their salary range for the 2021-22 and 2023-24 Academic Years.

Post-Promotion Increase (PPI) of 2.65%:

 The PPI is an additional 2.65% salary increase for full professors, Lecturer D faculty, and equivalent coaches, counselors, and librarians, who are above the SSI maximum for the range.

COVID Service Award of \$3,500:

• One-time \$3,500 COVID Service Award (pro-rated based on time base) to recognize the significant and dedicated work of faculty during the pandemic-fueled 2020-21 Academic Year. This bonus does not apply to salary base and is taxable. Faculty need to be an active employee, and have worked in either Fall 2020, Winter 2021, OR Spring 2021 to receive the one-time bonus.



2. Q: When will the pay raises take effect?

A: If the Tentative Agreement is ratified by CFA members, retroactive raises and one-time payments could appear as early as the March 1 paycheck. This includes the initial 4% General Salary Increase (GSI) for all faculty members, the first 2.65% Service Salary Increase (SSI) for eligible faculty members, and the \$3,500 COVID Service Award for all faculty members (prorated, based on a full-time time base). The second GSI of 4% is expected on July 1, 2022. Thus, upon ratification, faculty members should expect to see salary increases totaling 8% to 10.65%, by July 1, 2022, plus lump sum payments for retroactive salary increases and the \$3500 COVID Service Award.

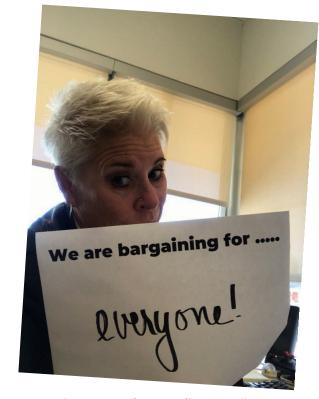
The CSU Board of Trustees also needs to ratify the Tentative Agreement, and we expect that to happen at the January 25-26 Board of Trustees meeting.

3. Q: Does this Tentative Agreement achieve Rights, Respect, and Justice?

A: Yes. Our fight during this contract campaign was for rights, respect, and justice for the 29,000 lecturers, tenure-line faculty, coaches, counselors, and librarians at the CSU. This Tentative Agreement:

- Expands the cultural taxation program to recognize the contributions of faculty of color, as well as female and LGBTQIA+ faculty.
- Permanently implements assigned time for newer probationary faculty
- Allows faculty to address and rebut bias in student evaluations.
- Improves a pathway to the tenure line for eligible lecturer faculty and expands range elevation to hundreds of more lecturers.
- Adds caste in the categories protected from discrimination.
- Implements work groups to develop better job security for contingent faculty, more ways to support working parents, and

alternatives to police on our campuses and improved options for conflict mediation.



The Tentative Agreement also recognizes faculty's tireless efforts during the pandemic with a \$3,500 COVID Service Award, general salary increases, and salary increases that address compaction and inversion.



4. Q: When and what is ratification voting?

A: The CFA Board of Directors and Bargaining Team recommend ratification and are presenting the agreement to CFA members for a ratification vote. Voting will occur January 18 through February 2, when members will be able to cast an electronic yes or no vote on the Tentative Agreement. A simple majority prevails. Check your email on January 18 for voting details and link to cast your confidential vote.

5. Q: Who can vote on the Tentative Agreement?

A: Members of CFA are eligible to vote. We will be reaching out to non-members encouraging them to join and vote. To sign up for CFA membership, <u>click here</u>. Not sure if you're a member? Email <u>membership@calfac.org</u> or call 916-441-4848.

6. Q: Is ratification voting anonymous?

A: No, voting is not strictly anonymous as CFA must verify membership status to determine voter eligibility. Voting is, however, confidential.

7. Q: Do lecturers receive the pay raises and COVID service award?

A: Yes, the raises and Tentative Agreement provisions apply to lecturers as well as to all temporary librarians, counselors, and coaches. All faculty members in this group also receive the one-time \$3,500 COVID Service Award, pro-rated by timebase.

8. Q: What are the criteria to get the one-time \$3,500 COVID Service Award? For example, if I worked Spring 2020 but not Fall 2019, am I eligible?

A: Faculty – lecturers, tenure-line faculty, librarians, coaches, and counselors – need to be currently on the CSU payroll to receive the award, and need to have worked in Fall 2020, Winter 2021, OR Spring 2021. For faculty who worked less than full-time, the award will be prorated by the average timebase worked in Fall 2020 and Spring 2021. A semester (or quarter) not worked is calculated as a zero timebase, but the faculty member would still receive an award.

9. Q: What is a Post-Promotion Increase (PPI), and how do I know if I'm eligible to receive one?

A: The PPI is an additional 2.65% salary increase for full professors, Lecturer D faculty, and equivalent coaches, counselors, and librarians, who are above the SSI maximum for the range. Use <u>this chart</u> to see where your base salary is in relation to the SSI max.



10. Q: What is a Service Salary Increase (SSI), and how do I know if I'm eligible to receive one?

A: The SSI is a 2.65% in-range progression raise for faculty who are below the SSI max. Tenure-line faculty, lecturers, librarians, counselors, and coaches can use this chart to see where your base salary is in relation to the SSI max. For lecturers, if you have taught 24 semester WTUs (weighted teaching units) or 36 quarter WTUs in a single department or unit since being appointed, or since receiving a previous SSI or range elevation, you are eligible for the SSIs.

11. Q: What is the order of implementation for the GSI, SSI, and PPI?

A: The 2021-22 GSI is retroactive to July 1, 2021, and would be paid first. SSIs and PPIs are paid on the faculty member's anniversary of hiring.

12. Q: Will Fall 2021 hires get the July 1, 2021, General Salary Increases?

A: Possibly. This will depend on whether it is included in your hiring letter or where you are in your salary range.

13. Q: What if I'm a lecturer who worked in Fall 2021 but not in Spring 2022? Do I still qualify to receive the 4% General Salary Increase (GSI)?

A: Yes. These members should get a retroactive adjustment, and when/if they are back with the CSU they will have the increase going forward.



14. Q: What does the budget contingency language mean for the 2022-23 raise?

A: If state funding for the CSU hits a minimum level for 2022-23, faculty will receive a 4% salary increase for 2022-23; if funding hits a mid-level, faculty will receive a 3% salary increase. If state funding falls below that level, both sides will re-open the contract to discuss salary increases. Governor Newsom unveiled his 2022-23 budget proposal on January 10, and CFA and the CSU have already begun advocating for the funding to secure the 4% increase.

15. Q: What about inflation?

A: We believe that all faculty members will stay ahead of inflation with this salary package, and most faculty members will stay significantly ahead. Many of the pay raises are front-loaded, so all faculty members should expect to see salary increases totaling 8% to 10.65%, by July 1, 2022. We negotiated for a re-opener salary negotiation for 2023.



This re-opener will give us the flexibility to negotiate a General Salary Increase for 2023 that accounts for the inflation rate at that time.

16. Q: What about our benefits?

A: Our benefits are maintained and protected at their current levels. Maintaining benefits, including health benefits, is a significant part of any agreement and should not be taken for granted.

17. Q: Is campus-based equity pay still an option?

A: We were able to maintain and protect the ability of individual campuses to implement campus-based equity pay programs. (Many CFA chapters are planning to launch campus campaigns for equity pay programs, after ratification of the Tentative Agreement.) Incredibly, CSU management had proposed to eliminate the ability of campus presidents to implement these programs. These campus-based equity pay programs can be an important tool to address salary inversion and compression.

18. Q: Is range elevation still available for lecturers and temporary librarians?

A: Yes. This is a significant win in the Tentative Agreement. The Tentative Agreement protects the important expanded range elevation eligibility for another three years. Range elevation is the process through which lecturers and temporary librarians move from one salary range to the next salary range (with a minimum 5% salary increase). In 2016, we won a huge expansion of range elevation eligibility. With this Tentative Agreement, this expanded eligibility is extended, meaning that hundreds of additional lecturers will be eligible for range elevation during the term of this Tentative Agreement. CSU management had attempted to severely roll back the program, rendering almost nobody eligible for range elevation. Instead, we were successful in maintaining and extending eligibility.

19. Q: Who is eligible to apply for a range elevation increase?

A: Lecturers and temporary librarians with at least 6 full-time adjusted service years will be eligible, in addition to those already eligible who are above the SSI Max for their range. If you are eligible to apply, your campus administration is required to notify you at least 30 days prior to the application deadline. Each campus has its own application procedures. Learn more about range elevation here.

20. Q: What was negotiated for librarians and counselors to address the issues of remote work?

A: The Tentative Agreement includes recognition that counselor faculty should not be tied to their desk, allowing for increased remote work opportunities. It also specifically includes counselors as entitled to new probationary faculty assigned time To allow for



the hiring of new counselors, the agreement specifically allows the permissive use of student mental health funds for this purpose.

Similarly, the Tentative Agreement recognizes that librarian faculty should not be tied to their desk, allowing for increased remote work opportunities, and specifically includes librarians as entitled to new probationary faculty assigned time.

21. Q: What about greater job security for lecturers?

A: The Tentative Agreement provides two important initial steps for lecturers who wish to

move to the tenure-line. First, the Tentative Agreement creates a pathway to the tenure line in the CSU in their current department for lecturer faculty who have been offered tenure-track employment elsewhere. Second, the agreement gives lecturers a foot in the door to the interview process when qualified lecturer faculty apply for tenure-track positions on their campus.



22. Q: What's in this Tentative Agreement for coaches?

A: We won clear language outlining coaching faculty eligibility for multi-year appointments. Coaching faculty will also benefit from improvements to our health and safety article.

23. Q: Are there changes to the CBA that are informed by COVID-19 or wildfires?

A: Yes. We won language requiring the CSU provide safety equipment and have emergency alert programs on all campuses. Additionally, we have agreed to sick leave donation for catastrophic leave due to natural disasters.

24. Q: Why does the new Tentative Agreement include caste as a protected category?

A: CFA's elected leaders and the bargaining team acted at the direction of a resolution from our Fall 2021 Assembly urging the union and the CSU to include caste as a protected category. See <u>this link</u> to review the resolution. The resolution was passed unanimously and with support from numerous committees and groups in the union.

25. Q: Was there a change to the Faculty Early Retirement Program (FERP)?

A: Our FERP rights are maintained and protected in this Tentative Agreement. Management initially wanted to rollback FERP to only three years, but CFA was successful in maintaining the five-year longevity for the FERP program.



26. Q: How do the salary increases apply to members participating in the Faculty Early Retirement Program (FERP)?

A: All salary increases apply to FERP faculty for the portion of their paycheck that comes from the university. The salary increases do not change a FERP-participating faculty member's retirement base.

27. Q: Does this Tentative Agreement have any takeaways?

A: Contract negotiations are a give-and-take. You don't get 100% of what you want. However, in this Tentative Agreement, we had to give up very little. One area to note is parking: CSU management's initial position was a huge parking increase for faculty members. In this compromise, faculty members will have a small parking rate increase in 2022-23, limited to the percentage of the General Salary Increase negotiated for that year. For example, if your parking fee is \$200, the expected 4% increase would mean that your parking permit would cost an additional \$8.

28. Q: Did CFA let CSU management off too easy?

A: After CFA declared impasse in negotiations in September, and both sides were set to begin factfinding the first week of January, some CFA members are asking if we compromised more than we should have. After our escalating fall actions, it became clear that Chancellor Castro was very motivated to avoid a faculty strike. CSU management asked for extra bargaining sessions and moved significantly in late November and December. Movement from management was significant, particularly on our salary proposals and many of our anti-racism and social justice proposals. To gain these wins, we gave management very few takebacks compared to their initial demands. Management's movement on these and other significant issues meant that we needed to

continue the bargaining process in good faith and work to settle the contract at the table and that's what we did. The Tentative Agreement we arrived at provides a strong new contract for all CFA members and moves us forward on many fronts of our anti-racism and social justice work. We recognize that our work always continues: in areas where we didn't get everything we wanted, we created places to move those policies forward and involve more faculty.

29. Q: What term does this Tentative Agreement cover?

A: If approved, the agreement is effective immediately and expires June 30, 2024. The Tentative Agreement includes the ability to re-open the contract for 2023-24 to implement solutions from our working groups on salary, workload, parental leave, and health and safety to address equity.





30. Q: If the Tentative Agreement is ratified, what next?

A: Once ratified, retroactive salary raises and one-time payments could appear as early as the March 1 paycheck. This includes the initial 4% General Salary Increase (GSI) for all faculty members, the first 2.65% Service Salary Increase (SSI) for eligible faculty members, and the \$3,500 COVID Service Award for all faculty members (prorated, based on a full-time time base). The second GSI of 4% is expected on July 1, 2022. Thus, upon ratification, faculty members should expect to see salary increases totaling 8% to 10.65%, by July 1, 2022, and lump sum payments for retroactive salary increases and the \$3,500 COVID Service Award.

CFA leaders and CSU management would begin work on implementing other aspects of the new Collective Bargaining Agreement, including constituting working groups that will look at salary, job security for contingent faculty, support for working parents, and alternatives to police on our campuses and improved options for conflict mediation.

31. Q: If the Tentative Agreement is not ratified, what comes next?

A: If members reject this Tentative Agreement, faculty would get none of the negotiated raises and we would continue to work under an expired contract, without its protections. For example, grievances would not have to go to arbitration, and management would not have to honor the cultural taxation or probationary faculty assigned time provisions. The Bargaining Team would go back to the table with management to re-open the contract on all articles. If an agreement cannot be reached, we would again go through the statutory process of impasse, mediation, and fact finding, followed by potential work action and unilateral imposition. It has taken us 20 months to get to this Tentative Agreement; we should expect that restarting the process could mean we are working without a contract for at least this long, if not longer.

32. Q: Who can I talk to if I have a question about the Tentative Agreement?

A: You can call or email your local <u>chapter leaders or CFA staff.</u> We also encourage you to join us at one of the information meetings on January 19, 20, 25, 26, and 27 so you can learn about what is in the new contract. Register for the meetings <u>here</u>.

The Tentative Agreement with highlighted changes can be reviewed <u>here</u>.

Our collective voices and advocacy are how we prevailed and secured a strong contract for all faculty. Thank you for tuning in and turning out!

Read more about bargaining or our Collective Bargaining Agreement at www.calfac.org/tentative-agreement.

