

FACULTY UNIT TENTATIVE AGREEMENT FINALIZED

April 18, 2007

The tentative agreement on a new labor contract covering faculty employees in Unit 3 has now been finalized. The current contract has been extended during the parties' ratification efforts, and the CSU Board of Trustees will likely consider the agreement for ratification at its May 15, 2007 meeting. The language of the tentative agreement is available for review at:

http://www.calstate.edu/LaborRel/Contracts_HTML/tentative_agreements.shtml

Salary Increases

As previously reported, the agreement provides the following salary increases:

Fiscal year 2006/07

- 3% General Salary Increase (GSI) on July 1, 2006
- 2.65% Service Salary Increase (SSI) on anniversary date
- 1% GSI on June 30, 2007

Fiscal year 2007/08

- 3.7% GSI on July 1, 2007
- 2.65% SSI on anniversary date
- 2% GSI on June 30, 2008
- \$7 million pool for equity increases

Fiscal year 2008/09

- 3% GSI on July 1, 2008
- 2.65% SSI on anniversary date
- 2% GSI on June 30, 2009
- \$7 million pool for equity increases
- \$7 million pool for post-promotion increases (PPI)

Fiscal year 2009/10

- 4% GSI on July 1, 2009
- 2.65% SSI on anniversary date
- 2% GSI on June 30, 2010
- \$7 million pool for post-promotion increases

Probationary Faculty Equity Salary Increase Program

As noted above, the agreement provides for a pool of \$7 million in both fiscal years 2007/08 and 2008/09 for equity salary increases. Under this program increases will be provided to faculty in the following ranks who have received a satisfactory performance evaluation:

- Assistant professors and equivalent librarian, counselors and coaching ranks in year 1.

- Full professors, Associate professors and equivalent librarian, counselors and coaching ranks in year 2.

In order to be eligible the faculty member must meet guidelines (to be established by a joint labor-management committee) for establishing a salary in need of an equity adjustment.

Full Professor Post-Promotion Salary Increase (PPI) Program

As noted above, the agreement also provides for a pool of \$7 million in both fiscal years 2008/09 and 2009/10 for post-promotion increases salary increases. Under this program increases will be provided to Full Professors (Lecturers in the “D” range, and equivalent librarian, counselors and coaching ranks who are no longer eligible for SSIs) with salary increases tied to post-tenure review (and lecturer evaluations). Half of the eligible employees will be processed in each year of the program. The amount of the award will vary based on the evaluation from 2.5 to 3.5%.

“Compact” Funding Budget Contingencies

The General Salary Increases and SSIs provided in fiscal years 2007/08, 2008/09 and 2009/10 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 can not reach an agreement on the amount of the GSI, Article 9 (Concerted Activities) shall be suspended or, as an alternative, the parties may submit the issue to a mediation/arbitration process for a final and binding decision. This process shall be the exclusive remedy for GSI adjustments in the event the CSU does not receive an amount in the Budget Act for that year consistent with the Compact.

Compensation Augmentation

In addition to the increases outlined above, the CSU will continue to request an additional 1% compensation augmentation in the last 3 years of the contract. If that augmentation is achieved in any year, then the July 1 GSI will be increased by 1%.

CSU to Request Funds to Implement ACR 73

The agreement provides that the CSU request as a “CSU budget priority” (in addition to the Compact funding), additional new funding sufficient to fully implement the requirements of Assembly Concurrent Resolution 73 in each year of the contract.

New Benefits for Lecturers

The agreement changes articles 12 (appointment) and 38 (layoff). In these articles, a recall or re-employment list is created for 3-year appointees who cannot gain a subsequent appointment due to the lack of sufficient work. In addition, the agreement links the growth in the use of Teaching Associates to increases in the use of Unit 3 instructional faculty.

New Extension For-Credit Article

The parties agreed to a new article which will establish the new salaries and employment conditions of instructional faculty who are employed in the Extension-For Credit and Special Programs classifications. The salary schedules of these classifications will be increased as follows:

Fiscal year 2006/07 (starting with all appointments after the ratification of the contract) – 12%

Fiscal year 2007/08 – 12.7%

Fiscal year 2008/09 – 9%

Fiscal year 2009/10 – 4%

This article also requires that when employing faculty to teach Extension courses that have been offered during the last academic year on that campus through the regular state supported (General Fund) curriculum, first hiring preference shall be given to qualified three-year appointed faculty who have not received work sufficient to fulfill the time base entitlement of their three-year appointment in the most recent academic year, or in the case of a mid-year extension course, in the current academic year. Qualified shall mean that the faculty member has taught the offered course, or a substantially similar course, on the offering campus.

Summer Term 2007 and Beyond

The agreement incorporates both the assignment of work and salary requirements that were applicable under the summer 2006 agreement. Regarding benefits during summer term work, the agreement adopts the fact-finder's recommendations to provide semester/quarter campus parity on the following benefits provided to faculty that teach in the summer term:

- Indirect instructional payment of \$150 per each unit of direct instructional work assigned for all probationary and tenured faculty at all campuses that do not receive a specific indirect instructional assignment:
- Sick leave may be accrued by part-time faculty during summer term employment up to the equivalent of a full-time position and may be used by all faculty during their summer term employment.
- The Leaves of Absence with Pay article (Article 23) is applicable to all faculty during their summer term employment.
- WTUs taught by lecturers during the summer term shall be credited toward SSI eligibility.
- Summer term service shall be credited for the determination of subsequent CSU appointments for lecturers pursuant to provisions 12.3 and 12.12 and the WTUs worked during summer term service shall be credited in the calculation of the appropriate time base for subsequent appointments.

Grievance and Disciplinary Action Procedures

The tentative agreement implements the requirements of SB 1212 by establishing faculty hearing committees to hear grievances. The agreement also adopts the fact-finder's recommendation to delete limits on arbitrator's authority to award tenure and promotion in RTP cases. Should the CSU

receive a favorable court ruling in a case currently on appeal, this issue will be re-opened for bargaining.

Parking Fees are Increased

The agreement increases faculty parking fees beginning July 1, 2007. On that date, fees will be increased in an amount equal to the general salary increase for 06/07 and 07/08 and fees will be increased each year thereafter in an amount equal to the general salary increase for that year - not to exceed the rate paid by students - on all campuses.

FERP Duration is Unchanged

The eligibility criteria for faculty to enter FERP remains unchanged, and faculty that elect to enter FERP will continue to have access to a 5 year program.

CSU Payment of Salaries of CFA President and PAC Chair

While the agreement does implement a CSU proposal to eliminate CSU payment of the salary of the CFA Political Action Committee Chair, it continues the practice that the CSU continue to pay the salary of the CFA president.

Temporary Suspension

The tentative agreement provides that at the time that a faculty member is informed that she/he is suspended with pay, the faculty member shall be provided with a report summarizing the strong and compelling evidence in the possession of the president which is the basis for her/his decision to invoke temporary suspension. Upon receipt of the report described herein, the faculty member may provide a rebuttal statement and other relevant documentation.

Catastrophic Leave Donations

The tentative agreement provides that up to 40 hours of leave credits may be transferred by an individual employee and that a president may elect to receive credits from an employee at another campus.

More Sabbatical Leaves

The tentative agreement provides that:

- Beginning with sabbatical leaves granted for the 2007-2008 academic year, all applications for sabbatical leave at one-half (1/2) of full salary shall be approved if they meet the criteria set forth in provisions 27.5-27.8, and
- If there are a sufficient number of faculty unit employees eligible for sabbatical leave, then a campus shall grant no fewer sabbatical leaves than twelve percent (12%) of the total number of campus faculty unit employees eligible to apply for such leaves in that year in addition to those faculty approved for a sabbatical at one-half (1/2) of full salary.

Please call Labor Relations at 562-951-4400 if you have any questions.