

## ARTICLE 19

### SALARY

- 19.1 Increases in the base pay of bargaining unit employees may occur only in those fiscal years for which the parties have specifically agreed to provide increases by way of one or more of the following six (6) categories:
- a. Across-the-board General Salary Increases as negotiated by the parties; and/or
  - b. Performance-Based Salary Increases, pursuant to provisions 19.5 through 19.7 of this Article, in an amount negotiated between the parties; and/or
  - c. In Range Progression Salary Increase, pursuant to Provision 19.8 of this Article; and/or
  - d. Salary Stipend, a temporary monthly increase, pursuant to Provision 19.9 of this Article, which may be granted by a Director/appropriate administrator when temporary project coordination or lead work functions are assigned to an employee; and/or
  - e. Lead Physician stipend pursuant to Provision 12.1 (a) – (e) of the CBA; and/or
  - f. Equity Increases, pursuant to Provision 19.4 of this Article.
- 19.2 The salary schedule for bargaining unit employees shall be found in Appendix A and incorporated in this Agreement by reference. An employee shall be assigned a salary within the open salary range appropriate to his/her classification.

#### General Salary Increase

- 19.3 All employees in the bargaining unit shall receive a General Salary Increase (GSI) as follows:
- a. For fiscal year 2017/2018 and effective July 1, 2017, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).
  - b. For fiscal year 2018/2019 and effective July 1, 2018, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).
  - c. For fiscal year 2019/2020 and effective July 1, 2019, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three percent (3%).

Salary Scale minimums and maximums for all classifications and campuses shall be established as per Attachment A for the duration of this Agreement.

### Equity Increase Program

19.4 An equity program will be established for Fiscal Years 2017/18; 2018/19; and 2019/20, which will be funded as follows:

- (a) For fiscal Year 2017/18 there shall be a systemwide pool of \$163,000 (one hundred and sixty-three thousand dollars) to be distributed as negotiated by the parties in Attachment B)
- (b) For fiscal Year 2018/19 there shall be a systemwide pool of \$176,000 (one hundred and seventy-six thousand dollars) to be distributed as negotiated by the parties in Attachment B)
- (c) For fiscal Year 2019/20 there shall be a systemwide pool of \$186,000 (one hundred and eighty-six thousand dollars) to be distributed as negotiated by the parties in Attachment B)

The CSU will provide an accounting of all equity increases awarded in each year of the Agreement. In the event, the actual equity awards are less than the negotiated equity pool in any given Fiscal Year, then the remainder will be rolled into the equity pool for the next Fiscal Year. In the event that any part of the equity pool remains unspent in the final year of the program (Fiscal Year 2019/2020), then the remaining balance will be distributed to Physicians – Primary Care in active pay status, or on leave, as a General Salary Increase, effective June 30, 2020.

In the event that the actual equity awards are greater than the negotiated equity pool in Fiscal Year 2017/2018 and/or 2018/2019, then any such amount above the budgeted pool(s) shall be deducted from the amount to be distributed in the 2019/2020 equity pool.

### Performance-Based Salary Increase

- 19.5 a. All Unit 1 employees with an annual overall performance evaluation rating above satisfactory or its equivalent will receive a Performance-Based Salary Increase (PBSI) for those fiscal years in which a PBSI is provided pursuant to provision 19.1.b. All Unit 1 employees on a given campus with the same overall performance evaluation rating will receive the same percentage PBSI. The difference in PBSIs awarded to employees with different overall performance evaluation ratings on the same campus will not be greater than a ratio of 2 to 1, based on the percentage increase awarded.

b. Performance-Based Salary Increases (PBSIs) may be given up to the maximum of the salary range as set forth in Appendix A and shall be based upon employees' overall annual performance evaluations for:

- 1) the quality of medical practice,
- 2) the quality of contributions to the health center, and/or
- 3) the quality of educational activities,

as determined by the President. Nothing shall prohibit the President from awarding a PBSI to every eligible meritorious bargaining unit member. Each campus shall adopt procedural guidelines for administration of the PBSI program, which shall include: (1) a statement of criteria for determining meritorious work performance, (2) procedures for receiving input of employees, and (3) identification of documents to be considered in the awarding of PBSIs. A PBSI shall be an increase to an employee's base salary of any percentage not more than five percent (5.0%). The decision to grant or not to grant a PBSI pursuant to this program, and the amount of such increase, if granted, are at the sole discretion of the President. PBSI decisions shall not be subject to Article 8, Grievance Procedure, except for alleged violations of 19.5.a.

19.6 The amount of funds dedicated to employee base salary increases in this program of PBSIs in each fiscal year, not including associated benefits costs, shall be the equivalent of the specified percentage increase to the total Unit 1 payroll as of October 1 of the fiscal year in which a PBSI is provided. In addition to these negotiated amounts, PBSI funds may be provided from campus funds as determined by and at the sole discretion of the President.

19.7 The allocation of funds dedicated to this program to each campus in each fiscal year shall be based on the actual salaries paid to bargaining unit positions during the preceding fiscal year. The funds and increases identified for this program of PBSIs shall be effective July of each fiscal year. PBSIs provided solely from campus funds, however, may be effective at any time. There shall be no requirement to expend in a particular fiscal year all funds identified for such increases. Any portion of the funds identified and allocated to a campus which is not expended in any fiscal year for PBSIs on that campus shall be spent in the same fiscal year for professional development activities and shall automatically be added to the PBSI pool for the ensuing fiscal year. The CSU shall provide to the Union no later than February 15 of each year in which PBSIs are negotiated a list by campus of individual employees receiving PBSIs and the amount of each increase. CSU will include in report of PBSI expenditures the amounts spent by campuses on professional development activities in lieu of PBSI expenditures.

## In Range Progression

- 19.8
- a. An increase within a salary range is referred to as an In Range Progression. When the President, the President's designee, or Director/Administrator determines that an In Range Progression should occur, the salary shall increase by at least three percent (3.0%).
  - b. An In Range Progression may be granted for reasons that include:
    - 1) Assigned application of enhanced skill(s);
    - 2) Retention;
    - 3) Equity.
  - c. A request for an In Range Progression review may be submitted by the employee or Director/Administrator. Employee initiated In Range Progression requests shall be submitted to the Director/Administrator before being forwarded to Human Resources. If the Director/Administrator has not forwarded the request to Human Resources within thirty (30) days, the employee may file the request directly with Human Resources.
  - d. Employee requested In Range Progression reviews shall be completed within ninety (90) days after the request is received in Human Resources. An employee shall not submit a request for an In Range Progression prior to twelve (12) months following receipt of a response to any prior In Range Progression requests.
  - e. Each campus shall develop guidelines and procedures for an In Range Progression. The decision of the President, made in accordance with this provision, regarding the award of an In Range Progression shall be final and shall not be subject to either a complaint or grievance under Article 8, Grievance Procedure.
  - f. Funds for In Range Progression may come from campus funds, and/or total settlement costs resulting from bargaining between the parties on salary matters.

## Reporting

- 19.9 By October 1<sup>st</sup> of each year during this Agreement, the CSU agrees to report to UAPD for the prior fiscal year per campus:
- a. The number of IRP requests request;

- b. The number of IRP requests granted;
- c. The percentage and amounts of the IRP awards

Salary Stipend

19.10 An employee may be granted a temporary monthly salary stipend when assigned temporary project coordination or lead work functions, other than those of Lead Physician as provided in Provision 12.1 of the CBA, by a Director/Administrator. Salary stipends are an increase to the base monthly salary rate and are paid on a month to month basis. The decision of the Director/appropriate administrator to grant a salary stipend, including the amount of any such stipend, shall not be subject to either a complaint or grievance under Article 8, Grievance Procedure.