

## APPENDIX N

### SEPTEMBER 9, 2014 MOU

#### APC/CSU Memorandum of Understanding:

CSU and APC have agreed that Article 34 (Duration and Implementation) shall be exclusive of Article 23 (Salary); Article 24 (Benefits); and Article 32.5 (Parking). By virtue of this Memorandum of Understanding Article 23 (Salary); Article 24 (Benefits) and Article 32.5 (Parking) shall remain in full force and effect up to and including June 30, 2017. All other Articles in the Agreement shall remain subject to Article 34 (Duration).

#### Salary:

CSU and APC agree in Article 23.3 (Salary) that all APC employees shall receive General Salary Increases of 3% in fiscal year 2014/2015; 2% in 2015/2016; and 2% in 2016/2017.

#### All employees in the bargaining unit shall receive a General Salary Increase (GSI) as follows:

- a) For fiscal year 2014/2015 and effective July 1, 2014, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by three (3.0%) percent.
- b) For fiscal year 2015/2016 and effective July 1, 2015, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by two (2.0%) percent.
- c) For fiscal year 2016/2017 and effective July 1, 2016, all bargaining unit employees in active pay status, or on leave as of that date, shall have their individual salary rate increased by two (2.0%) percent.

Salary scale maximums and minimums for all classifications shall be increased by the amount of the General Salary Increases. These changes will be effective as of the date of the General Salary Increase in each fiscal year of this Agreement.

In the event that CSU and California Faculty Association ratify an Agreement that provides negotiated salary increases expressed and/or calculated by CSU prior to the ratification of the Agreement as greater than the estimated cost of providing a 3% compensation increase to bargaining Unit 3 for 2014/2015; a 2% compensation increase for Bargaining Unit 3 for 2015/2016; and a 2% compensation increase for Bargaining Unit 3 for 2016/2017; the APC may elect to substitute the negotiated salary increases with the California Faculty Association with

the General Salary Increases in Article 23.3 in each of the years of the Agreement where there is a difference between the negotiated salary increases.

This provision relates only to negotiated systemwide salary program increases (including but not limited to General Salary Increases; and/or Service Salary Increases; and/or Salary Recovery Programs for specific populations of faculty/and/or adjustments to salary ranges) in Article 31 of the CSU/CFA Collective Bargaining Agreement.

This Memorandum of Understanding does not extend to cover any provisions that may be negotiated with the California Faculty Association that

- Provide for discretionary campus salary programs for increasing the rates of pay for individual faculty and/or groups of faculty not negotiated at the system level and applied systemwide under the terms of the Collective Bargaining Agreement.
- Provide for additional pools of Weighted Teaching Units to be made available for the purposes providing additional assigned time for faculty and/or groups of faculty under the terms of Article 20 (Workload) of the CSU/CFA Collective Bargaining Agreement.

#### **23.4 Bonus/Stipend Programs:**

The parties agree to maintain the bonus/stipend programs in 23.4 of the Agreement until the expiration of this Memorandum of Understanding (June 30, 2017).

The parties agree that for Fiscal Years 2014/2015; 2015/2016 and 2016/2017, the Merit Bonus pool created in Fiscal years 2005/06 and Fiscal Year 2006/07 (\$762,300) will be added to the monies available for the Budget Shortfall Mitigation (BSM) Bonus.

#### **23.11 In-Range Progression - Campus Funded**

23.11 An increase in an employee's pay rate within a salary range of a classification due to increased responsibilities and skills of the employee, in recognition of extraordinary performance, or for market or pay equity reasons, is referred to as in-range progression. A request for an in-range progression review may be submitted by the employee or manager. Employee initiated in-range progression requests shall be submitted to Human Resources. An employee shall not submit a request for an in-range progression prior to twelve (12) months following submission of any prior in-range progression request by the employee. Review of an in-range progression request shall be completed within ninety (90) days. When an in-range progression occurs, the appropriate salary increase shall be determined by the President. Such increases shall be campus funded. This provision 23.11 shall not be subject to Article 10, Grievance Procedure. The decision of the President to award or not award an in-range increase

under this provision, or regarding the amount of such increase, shall be final and non-grievable. However, APC may grieve an alleged violation of a specific term of this provision 23.11, subject to provision 10.5.F.4.

**Article 24 Benefits:**

~~24.4 The CSU or APC may request benefits reopener bargaining in fiscal years 2012/2013, 2013/2014 or 2014/2015 by giving sixty (60) days' notice.~~

**Article 32 Work Environment:**

**Article 32.5 Parking**


Employees wishing to park at any CSU facility shall pay the CSU parking fees. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee. Parking fees may be increased at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year.

For the 2014/2015 fiscal year, parking fees may be raised to that paid by students as of July 1, 2014, but not to exceed an increase of \$1 per month.

For the 2015/2016 fiscal year, parking fees may be raised to that paid by students as of July 1, 2015, but not to exceed an increase of \$1 per month.

For the 2016/2017 fiscal year, parking fees may be raised to that paid by students as of July 1, 2015, but not to exceed an increase of \$1 per month.

For Fiscal Years 2013/14 to 2016/17, the cumulative total of parking fee increases shall not exceed a total of \$3.

Signed:   
For CSU

Signed: *Patrick Chri*  
For APC

Dated: *9/9/14.*

Dated: *September 9, 2014*