

ARTICLE 21

SALARY

- 21.1 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 four (4) categories:
- a. General salary increases which shall be subject to negotiations between the parties;
 - b. Service-based performance step increases, pursuant to provisions 21.5 through 21.8 of this Article, in an amount which shall be subject to negotiations between the parties;
 - c. Performance-based step increases or one-time lump sum bonuses, pursuant to provisions 21.9 through 21.13 of this Article, in an amount which shall be subject to negotiations between the parties; and/or
 - d. In-Range Progressions pursuant to provision 21.14.
- 21.2 The salary schedule that pertains to the bargaining unit employees and this Agreement shall be found in Appendix A and incorporated by reference.
- 21.3 An employee shall be assigned to a step or half-step within the salary range appropriate to his/her classification. The differential between full steps in the ranges shall be approximately four and six-tenths percent (4.6%). The differential between half-steps in the ranges shall be approximately two and three-tenths percent (2.3%).

General Salary Increase

- 21.4 A General Salary Increase (GSI) is a percentage increase applied to the individual salary rates of all bargaining unit members and to the Salary Schedule as provided in 21.2 above.
- a. For fiscal year 2022-23, effective July 1, 2022, all bargaining unit employees in active pay status (or on leave) as of that date shall receive a General Salary Increase (GSI) of seven percent (7%).

Employees will be eligible for an additional one percent (1%) for a total of eight percent (8%), depending on the State budget allocation to the CSU.

A calculation will be conducted based on the State of California's final Budget Act of 2022, which has an expected enactment date between June 27, 2022, and September 30, 2022. This calculation will determine the new, unallocated, ongoing funding for the CSU from the State.

If the new, unallocated, ongoing funding from the State for fiscal year 2022/2023 is increased to \$300,000,000 or more, then a one percent (1%) GSI will be added to the seven percent (7%) increase set forth above for a total of an eight percent (8%) increase effective July 1, 2022.

- b. For fiscal year 2023-24, the Union shall have the option to re-open negotiations on Article 17 and Article 21 (Benefits and Salary) by providing a written request to the CSU after the Governor has released the 2023/2024 May Revision, but prior to July 31, 2023.
- c. For fiscal year 2024-25, the Union shall have the option to re-open negotiations on Article 17 and Article 21 (Benefits and Salary) by providing a written request to the CSU after the Governor has released the 2024/2025 May Revision, but prior to July 31, 2024.

Service-Based Performance Step Increase

21.5 A service-based performance step increase (SBSI) is movement between steps or half-steps in the salary range, up to the SBSI maximum of the range as set forth in Appendix A, based upon service and satisfactory performance.

21.6 Eligibility Rules and Service Requirements

- a. Upon written authorization of the appropriate administrator, subject to the terms and conditions of this Article, employees may receive an SBSI effective on the first day of the monthly pay period following completion of the required qualifying service after (a) appointment, (b) last SBSI, or (c) movement between classes that resulted in a salary increase of one (1) or more steps or half-steps.

- b. The required qualifying service for a twelve (12) month employee is the completion of twelve (12) pay periods and twelve (12) months of qualifying service.
- c. A qualifying month of service is defined as 8 days on pay status in a pay period.
- d. Anniversary dates are adjusted for non-qualifying pay periods such as those due to unpaid leaves of absence, including NDI.
- e. Such increases shall not automatically occur upon the completion of the required qualifying service. Pursuant to provision 21.1 above, such increases shall be available to eligible employees subject to negotiations between the parties.

21.7 Upon determination by the appropriate administrator, the SBSI shall be authorized or denied in writing. The employee shall be provided with a copy of the written authorization or denial.

21.8 During fiscal years 2022/23, 2023/24 and 2024/25 there shall be no SBSI's awarded.

Performance-Based Salary Increase

21.9 A performance-based salary increase (PBSI) is movement between steps or half-steps in the salary range, up to the maximum of the range as set forth in Appendix A, or a one-time lump sum bonus, based upon individual merit and effective employee performance as determined by the President. A PBSI shall be a permanent increase to an employee's base salary or a one-time lump sum bonus based on a percentage of the employee's actual annual gross salary. An employee may receive a PBSI in addition to an SBSI under provisions 21.5 through 21.8 above or at any time at the sole discretion of the President. The amount of funds dedicated to providing PBSIs shall be subject to negotiations between the parties. The decision to grant or deny a PBSI, including the number of steps granted and/or the amount of a bonus, is at the discretion of the President and shall not be subject to Article 7, Grievance Procedure.

21.10 There shall be no funds dedicated for PBSIs in fiscal years 2022/23, 2023/24 or 2024/25. The amount of funds dedicated to performance-based step increases

in this program of PBSIs in fiscal years, excluding associated benefits costs, shall be as provided in this Article when negotiated by the parties. The funds dedicated in each fiscal year may only be spent on performance-based step increases and not on one-time lump sum bonuses, with the exception of bonuses for employees at the maximum of the range. In addition to this negotiated amount, PBSI funds may be increased by an additional amount from campus funds as determined by and at the sole discretion of the President. During each fiscal year, a campus may not award a one-time lump sum bonus from campus funds unless it has completely expended its fiscal year performance pool allocation.

- 21.11 The funds identified for this program of PBSIs shall be effective July 1 of each fiscal year. In any fiscal year in which both a systemwide PBSI pool and a SBSI are provided, the processing of a PBSI will be deferred for those employees on the full-step or half-step below the Service Maximum until after the employee's anniversary date. PBSIs provided solely from campus funds, however, may be effective at any time and are separate from PBSIs awarded from negotiated funds. The amount of funds dedicated to this program on each campus in each fiscal year shall be based on the number of filled full-time equivalent bargaining unit positions. There shall be no requirement to expend all funds negotiated for such increases. Any portion of the funds not expended in any fiscal year for PBSIs shall automatically be added to the PBSI pool for the ensuing fiscal year. For each fiscal year in which PBSIs are implemented, the CSU shall provide to the Union no later than March 1 of each year a list by campus of individual employees receiving PBSIs and the amount of each increase.
- 21.12 Upon determination by the appropriate administrator, a PBSI shall be authorized in writing. The employee shall be provided with a copy of the written authorization.
- 21.13 Upon written request to the Chief of Police, an employee who is at or above the SBSI Maximum and who has not been awarded a PBSI may meet to discuss criteria used for determining the award of PBSIs at the campus. The meeting may also include, but shall not be limited to, a discussion of the employee's performance and what the employee may do to enhance the possibility of receiving a PBSI in the future. Such a meeting is not a guarantee the employee will receive a PBSI in the future. Upon request, any employee

shall receive from the Chief of Police a copy of the criteria used for awarding PBSIs to bargaining unit employees at that campus.

Step Increase

21.14 An increase in an employee's pay rate to a higher step or half-step due to increased responsibilities and skills of the employee, or for market or pay equity reasons, or for performance reasons, is referred to as a step increase. When a step increase is awarded, the appropriate salary step or half-step increase shall be determined by the President. All increases shall result in the employee's pay rate remaining on either a step or half-step rate. Such increases shall be campus funded. This provision shall not be subject to Article 7, Grievance Procedure. The decision of the President to award or not award a step increase under this provision and the amount of such increase shall be final and non-grievable.

The name, classification, and campus of each recipient of a Step Increase and the dollar amount of the Step Increase shall be reported to SUPA two times per year. A report shall be issued twice during each fiscal year, in January with information for the fiscal year as of the end of the month prior to the report and August to capture information for the entire closing fiscal year.

The report shall be issued from the Chancellor's Office.

21.15 Following successful graduation from P.O.S.T. Basic Academy training or equivalent and upon being sworn in as a peace officer, a Police Officer Cadet shall be appointed to Police Officer, effective immediately.

Bonus Plans

21.16 A bonus is a lump sum payment that is not a permanent increase to the salary base of the individual and may be granted at the discretion of the President. A bonus may be awarded at any time and may be used for a variety of salary adjustments including, but not limited to, the following:

- a. Recognition of exceptional performance of a bargaining unit employee shall be in the form of a bonus.

- b. A retention bonus may be awarded to an employee for staying with the CSU and who is in a position in a classification that is critical to the ongoing operations of the CSU, or is in short supply in the labor market, and/or is a difficult to recruit for classification. The requirements for the retention bonus must be in writing. The minimum time period that an employee must commit to stay with the CSU in order to receive a retention bonus is twelve (12) months.
- c. The decision of the President, made in accordance with this provision, regarding the award of a bonus shall be final and shall not be subject to Article 7, Grievance Procedure.
- d. The bonuses in sub-provisions (a) and (b) shall be campus funded.
- e. All bonus awards must be based on a percentage of the annual gross salary.

Shift Differential

- 21.17 An eligible employee who works four (4) or more hours between 6:00 p.m. and midnight (exclusive of overtime) shall be paid a shift differential of twenty-three cents (23¢) per hour for the employee's entire shift.
- 21.18 An eligible employee who works four (4) or more hours between midnight and 6:00 a.m. (exclusive of overtime) shall be paid a shift differential of two dollars twenty (\$2.20) per hour for the employee's entire shift.
- 21.19 An eligible employee working a shift that begins between 6:00 p.m. and midnight and that continues for at least four (4) hours beyond midnight shall be paid a shift differential in accordance with provision 21.18. Such hours shall be exclusive of overtime.
- 21.20 Notwithstanding provision 13.10, a shift differential paid to an eligible employee shall be included along with the employee's regular salary for the purposes of calculating overtime.

P.O.S.T. Certification Stipends

- 21.21 For achievement of an Intermediate P.O.S.T. Certification, an employee shall receive a monthly stipend of two hundred dollars (\$200.00). In addition, for achievement of an Advanced P.O.S.T. Certification, an employee shall receive a monthly stipend of two hundred fifty dollars (\$250.00). Payment of the monthly stipend shall begin within thirty (30) days after the employee has demonstrated that he/she has obtained the certification. These stipends shall not be subject to provision 30.4.
- 21.22 P.O.S.T. certification stipends shall be included in the basic rate for the purposes of calculating overtime in accordance with Article 13.

Special Assignment Stipend

- 21.23 Employees in all classifications/ranks shall receive a stipend to perform one or more special assignments. The stipend shall be paid on a month-to-month basis for the duration of the special assignment and in addition to those which may be paid in accordance with provision 21.21.

This provision shall not continue after the expiration of this contract unless the parties agree during successor bargaining to continue this provision.

- 21.24 Special assignments shall be based on campus needs as determined by the Chief of Police. Special assignments shall be made in writing to affected employees by the Chief of Police in order for the employee to be eligible to receive the stipend. Employees shall not be given more than four (4) special assignments.
- 21.25 An employee shall not be eligible for the special assignment stipend for any assignment that is considered part of his/her primary, regular duties or is made pursuant to Article 15, Out-of-Class Work. Special assignments are in addition to those assignments/duties normally expected for the employee's classification/rank.

21.26 Employees shall receive a \$100 to \$250 stipend for each of the following special assignments:

- a. range master;
- b. defensive tactics instructor;
- c. motorcycle patrol;
- d. special evidence technician;
- e. crime prevention specialist;
- f. community relations programs;
- g. specialized training and role in special reaction teams (e.g., sexual assault, gangs, emergency medical, DUI, narcotics);
- h. Critical Response Unit (CRU) team member;
- i. bicycle patrol, when ridden at least 25 hours per month;
- j. Assignments requiring proficient bilingual communication in a second language critical to the operation of the department, including sign language, in a month when translation is noted with an incident, case or event number. To be considered proficient in a second language, an employee must be conversational in the second language as determined by one of the following:
 - i. certification from a local community college;
 - ii. a campus faculty member who teaches a course in the second language;
 - iii. certification from a school district bilingual proficiency assessment program;
 - iv. certification from a foreign language center;
 - v. a Chief of Police who speaks the second language.

21.27 Employees shall receive a \$200 to \$350 stipend for each of the following special assignments:

- a. canine handler;
- b. field training officer (FTO), in a month when training a newly hired officer;
- c. investigator/detective;

d. officer in charge, when assigned to fill in for the designated shift supervisor for more than one month.

21.28 Employees shall receive a special assignment stipend in an amount at or between one hundred dollars (\$100) and four hundred dollars (\$400), as determined by the Chief of Police, for a special assignment as a certified emergency medical technician.

21.29 Special assignment stipends shall be included in the basic rate for the purposes of calculating overtime in accordance with Article 13.

Experience Step Increase

21.30 For Fiscal Years 2022/23, 2023/24 and 2024/25 all employees who are not already at top step and who attain 10 years continuous service in the Bargaining Unit, and who have received a satisfactory performance evaluation, shall receive a step increase of approximately 2.3% effective on the first day of the monthly pay period following completion of the required qualifying service. Continuous service includes time served as a temporary, probationary or permanent employee and is counted from the date of appointment to the current class held, plus any service in classes of equal or higher rank on the campus which has not been interrupted by a break in service. An employee who has separated and returned to a campus pursuant to Articles 12.12 -12.13 of this Agreement shall be considered to have been in continuous service for the purposes of eligibility for an Experience Step Increase.

One-Time Payment

21.31 All bargaining unit employees with a 1.0 timebase or greater, in active pay status, or on leave, as of the date of ratification of this Agreement shall receive a one-time payment of \$3,500.00. Payments will be pro-rated for employees who are less than a 1.0 timebase on the date of ratification.