

Date: June 25, 2020

Code: TECHNICAL LETTER
HR/Salary 2017-14
Supplement 1

To: Associate Vice Presidents, Faculty Affairs/Academic Personnel
Associate Vice Presidents, Human Resources

From: Tammy Kenber  Associate Vice Chancellor, Human Resources
Michael Caldwell  Senior Systemwide Director, Academic Personnel

Subject: Extension of Full-time Adjusted Service (FTAS) Range Elevation Provision for Temporary Faculty (Unit 3)

Summary:

This technical letter is a supplement to [HR/Salary 2017-14](#) and announces an extension of an agreement reached between the California State University and the California Faculty Association (CFA) on June 5, 2020, regarding the extension to the range elevation program provisions for temporary faculty (Unit 3). The extension continues the expansion of eligibility for range elevation for an additional academic year (2020-21) based on qualifying service, regardless of whether the faculty member has remaining SSI eligibility.

Individuals with responsibility for administering the campus range elevation program and individuals responsible for campus payroll processing should review the rest of this letter in detail.

Action Item:

Extend new range elevation provisions for eligible faculty unit employees for academic year 2020-21.

Affected Employee Group/Unit:

Eligible California Faculty Association (Unit 3) employees (lecturers and temporary librarians).

Details:

The agreement reached between the California State University (CSU) and the California Faculty Association (CFA – Unit 3), ratified by the CSU Board of Trustees on May 24, 2016, included a provision that the parties meet to review and make recommendations regarding lecturer range elevation eligibility. The parties subsequently reached an agreement modifying range elevation eligibility that was memorialized in a Memorandum of Understanding (MOU) dated November 15, 2016 (Attachment A).

The terms of the MOU were extended for an additional academic year by an agreement between the parties on June 5, 2020 (Attachment B). The extension of the agreement affects two main groups of lecturers and temporary librarians who: 1) are at the maximum salary or otherwise have no more remaining SSI eligibility in their range, and; 2) have not reached the SSI maximum salary, but who have reached qualifying levels of service in their current range as of the beginning of the 2020-21 academic year.

Distribution:

Vice Chancellor, Human Resources
Provosts/Vice Presidents of Academic Affairs

Labor Managers
Payroll Managers

Eligibility for range elevation:

Range elevation is the advancement of a lecturer or temporary librarian faculty unit employee from one salary range to the next, following a campus review process. The collective bargaining agreement (CBA) between the CSU and the CFA identifies lecturers who have served at least five years in their current range and have no more remaining eligibility for Service Salary Increases (SSIs) as eligible to apply for range elevation. All faculty unit employees who meet this definition of eligibility continue to be eligible to apply for range elevation through the life of the agreement. In addition, the MOU extends range elevation eligibility to lecturers and temporary librarian faculty unit employees who have reached the SSI maximum salary, regardless of whether they have received prior Faculty Merit Increases (FMI)s).

Lecturers and temporary librarian faculty unit employees who had not exhausted SSI eligibility by the beginning of the 2017/18 academic year were eligible for range elevation based on sufficient full-time adjusted service (FTAS) under the original agreement. The original provision schedule specified that individuals with 12 years of FTAS as of fall 2017 would be eligible for range elevation in 2017/18, individuals with 9 years of FTAS as of fall 2017 would be eligible for range elevation in 2018/19, and individuals with 6 years of FTAS as of fall 2017 would be eligible for range elevation in 2019/20. The extension to this agreement specifies that individuals with **6 years of FTAS as of fall 2020 are now eligible for range elevation in 2020/21.**

The following instructions apply to the calculation of FTAS.

- **The extension to this agreement gives individuals with 6 or more years of FTAS accrued as of fall 2020 the opportunity to apply for range elevation in 2020-21.** The original agreement specified the following schedule for FTAS accrued as of fall 2017:
 - In 2017-18, individuals with 12 or more years of FTAS were eligible to apply.
 - In 2018-19, individuals with 9 or more years of FTAS were eligible to apply.
 - In 2019-20, individuals with 6 or more years of FTAs were eligible to apply.
- For individuals working in more than one department at a campus, eligibility is defined separately for each department.
- For each academic or fiscal year, FTAS is defined as the average time base (FTE) worked over the year, divided by 0.8, and up to a maximum of 1.0 for that year. Average FTE can either be determined from the FTE assigned each term, or by adding up the number of WTUs assigned over the academic year and dividing by 24 (semester campuses) or 36 (quarter campuses). The following examples illustrate how FTAS may be calculated as of fall 2020, for use in the 2020-21 academic year.
 - Example 1: A temporary librarian has an appointment that runs from July 1, 2019 through June 30, 2020, with an FTE of 0.75. For fiscal year 2019-20, FTAS for the librarian would be calculated as follows: $0.75 \text{ FTE for the year} / 0.8 = 0.9375 \text{ FTAS}$.
 - Example 2: A lecturer at a semester campus is assigned 9 WTU in fall 2019 and 6 WTU in spring 2020. For fiscal year 2019-20, FTAS for the lecturer would be calculated as follows: $9 \text{ fall WTU} + 6 \text{ spring WTU} / 24 \text{ semester campus WTU} = 0.625 \text{ FTAS}$.
 - Example 3: A lecturer works 42 WTU over academic year 2019-20 at a quarter campus. For fiscal year 2019-20, FTAS for the lecturer would be calculated as follows: $42 \text{ annual WTU} / 36 \text{ quarter campus WTU} = 1.0$; though $42/36 = 1.167$, the maximum FTAS for a given year is 1.0, per the language of the agreement.

- Example 4: A lecturer does not work in fall 2019 but is hired full-time for spring 2020. The lecturer's FTE in the fall is 0 and is 1.0 in the spring. For fiscal year 2019-20, the average FTE for the lecturer is $0 \text{ FTE} + 1 \text{ FTE} / 2 = 0.5 \text{ FTE}$. FTAS for the lecturer would be calculated as follows: $0.5 \text{ FTE for the year} / 0.8 = 0.625 \text{ FTAS}$.
- FTAS totals are cumulative, summed over the total number of years the faculty member has served in their current range.
 - **Given that the maximum FTAS earned per year is 1.0, FTAS totals cannot exceed the number of years since the individual was appointed to their current range.**
 - Under the original agreement, FTAS totals as of fall 2017 were calculated back to when the faculty member entered their current range;
 - Under the extension to the agreement, FTAS totals are calculated as of fall 2020 back to when faculty member entered their current range.
 - Relative to the calculations done for the original agreement, faculty members who had at least 3 but less than 6 years of FTAS accrued as of fall 2017 would be eligible for the extension to the agreement in fall 2020 if they remained in the same range and met the minimum FTAS requirements as of fall 2020.

Range elevation eligibility schedule

Minimum Timeframe to Accrue Eligible FTAS (Max 1 FTAS/Year)											Original FTAS Basis Year	Range Elevation Schedule			
05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21
12 or more years at FTAS**												APPLY YR	APPLY YR*	APPLY YR*	APPLY YR*
			9 or more years at FTAS**										APPLY YR	APPLY YR*	APPLY YR*
						6 or more years at FTAS**								APPLY YR	APPLY YR*
									At least 3, but no more than 6 years at FTAS **			Calculation Period		APPLY YR	

*Eligible employees may apply during the application window even if they were not approved during the previous academic year or did not apply during the previous academic year.

** FTAS accrual years may extend beyond the years included in this illustration if the applicants meet eligibility criteria stated in the MOU and Technical Letter.

Range Elevation Process:

Existing campus processes for range elevation, including criteria, timelines, and review as established pursuant to provision 12.16 of the CFA Collective Bargaining Agreement, shall be used for range elevation both under the previously existing eligibility criteria (5 years in range with no SSI eligibility) and the modified criteria under the MOU.

If range elevation is granted following campus review, the individual must be appointed in the new range as of the first appointment in the academic year following the review. Per the MOU, range elevation must be accompanied by a salary increase of at least 5% or the percentage increase necessary to reach at least the minimum of the next range, whichever is greater.

- Example 1. A lecturer in salary range 2 (Lecturer A) is granted range elevation to range 3 (Lecturer B). The lecturer's salary in range A happens to be the same as the minimum salary in Lecturer B. Upon reappointment the following fall, the lecturer will be entitled to appointment in Lecturer B and a 5% salary increase.
- Example 2. A lecturer has a salary that is below the SSI maximum in Lecturer B, but qualifies for eligibility for range elevation based on FTAS. The lecturer applies and range elevation is granted. A salary review determines that, in order to reach the minimum salary for Lecturer C, the lecturer will need a salary increase of 7.5%, which is greater than 5%. Therefore, upon reappointment in the fall, the lecturer may be placed at the minimum salary for Lecturer C.

Campuses are reminded that provision 12.18 of the CFA CBA requires that individuals eligible for range elevation in a given year must be notified of their eligibility at least thirty (30) days prior to the commencement of the annual campus range elevation process. Individuals must also be notified that receipt of a previous FMI will not affect their eligibility for range elevation, and that, if granted, range elevation will be accompanied by a salary increase of at least 5% or the minimum percentage increase required to reach at least the minimum of the next range, whichever is greater.

Processing Instructions:

Processing instructions may be found in [HR/Salary 2017-14](#)

General Information

Questions regarding this Technical Letter may be directed to the CO Human Resources Management Team at hradmin@calstate.edu | (562) 951-4411. For your convenience, this memorandum is also available on the CSYou website at: <https://csyou.calstate.edu/Policies/HRPolicies/Forms/Default.aspx>.

TK/MC

Attachments

Attachment A – CFA Memorandum of Understanding (2016)

Memorandum of Understanding: Amendments to the Range Elevation Procedures 2016

In order to address issues associated with lack of opportunities for range elevation in the absence of negotiated Service Salary Increases (SSIs), the following program shall be available to eligible lecturers and temporary librarian faculty unit employees.

Lecturers and temporary librarian faculty unit employees who meet range elevation criteria as currently defined by Article 12.17, or become eligible while this agreement is in effect, shall continue to be eligible to apply for range elevation under provisions 12.16 through 12.20 and campus policies.

Lecturers and temporary librarian faculty unit employees who have served at least five years in the current range and have reached the Service Salary Increase (SSI) maximum shall be considered eligible for range elevation regardless of whether they have received prior Faculty Merit Increases (FMI).

For those lecturers and temporary librarian faculty unit employees who have not exhausted SSI eligibility by the beginning of the 2017/18 academic year, the following provisions shall apply.

Determination of eligibility

- Full-time adjusted service (FTAS) shall be established as of the beginning of the 2017/18 academic year. For each academic or fiscal year, FTAS is defined as the average FTE over the academic or fiscal year, divided by 0.8, up to a maximum of 1.0 for the year.
- Range elevation shall be accompanied by a salary increase of at least 5% or whatever percentage increase is required to reach at least the minimum of the next range, whichever is greater.
- Lecturers and temporary librarian faculty unit employees with at least 6 years FTAS in the current range as of the start of the Fall 2017 term shall be eligible to apply for range elevation according to the following schedule:
 - In 2017/18, individuals with 12 or more years FTAS shall be eligible to apply.
 - In 2018/19, individuals with 9 or more years FTAS shall be eligible to apply.
 - In 2019/20, individuals with 6 or more years FTAS shall be eligible to apply.

Review process

- Campus criteria, timelines, and review processes for range elevation established at each campus pursuant to Article 12.16 shall continue to be used for range elevation under these modified criteria.

Effective date for increases

Range elevation, as well as applicable salary increases, shall take effect at the beginning of the first appointment in the academic year following review.

These provisions will remain in effect until June 30, 2020 unless superseded by an agreement between the parties.

Memorandum of Understanding: Amendments to the Range Elevation Procedures 2016

Additional Terms

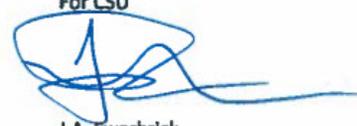
The parties agree that this issue shall continue to be the subject of bargaining in successor contract negotiations, and that this Memorandum of Understanding does not impact, limit, or otherwise constrain the ability of either party to make proposals on any issue subject to this Memorandum of Understanding.

For any year in which this agreement is in effect and for any faculty member eligible under the terms of this agreement, the CSU agrees to the following: At least thirty (30) days prior to the commencement of the annual campus Range Elevation process, the campus shall notify lecturers of their eligibility. In that notification the campus shall inform the lecturers that receipt of a previous FMI will not affect their eligibility for Range Elevation, and that Range Elevation is accompanied by a salary increase of at least 5% or whatever percentage increase is required to reach at least the minimum of the next range, whichever is greater.

For CFA


Kathy Sheffield
Director of Representation
11/9/2016

For CSU


J.A. Swarbrick
Associate Vice Chancellor
11/15/2016

Attachment B – CFA Memorandum of Understanding (2020)

California Faculty Association and California State University Extension of Current Collective Bargaining Agreement

Because of the disruption to faculty work and the uncertainty of the Fiscal Year 2020-2021 budget, student enrollment, and other driving forces, the parties agree to extend the current Collective Bargaining Agreement through June 30, 2021.

The parties agree to continue bargaining in the extension period in an effort to have tentative agreement on a successor contract by June 30, 2021.

Because the following terms do not renew without specific extension terms, the parties agree to:

- Extend “Memorandum of Understanding to the Range Elevation Procedures 2016” (true copy attached) to include an additional year, 2020-2021. In this year, lecturers who have at least six years of full-time adjusted service (“FTAS,” as defined in the 2016 MOU) as of Fall 2020 shall be eligible to apply for Range Elevation. Other terms of the 2016 MOU program will be in effect through June 30, 2021.
- Extend all terms of Article 20.36. This extension includes, assigning probationary faculty in their first two years of employment, a maximum of eighteen (18) direct weighted teaching units on a semester campus (normally resulting in the instructional assignment being reduced by two courses per academic year) or a maximum of twenty-four (24) direct weighted teaching units on a quarter campus (normally resulting in the instructional assignment being reduced by three courses per academic year).
- Extend terms of Article 20.37, awarding faculty assigned time as set out in Article 20.37 et seq. The parties acknowledge that some campuses have been unable to accept, process, and/or review applications due to the uncertainty of the current expiration date and/or due to campus closures and COVID-19. Those campuses shall resume the work in the 2020-2021 Academic Year and issue awards no later than December 21, 2020.

Additionally, and in order to comply with a 2018 CalPERS audit, the parties agree to adopt CSU’s proposed changes to Article 31.27 and 31.28 Department Chairpersons (true copy attached), which will accurately describe this compensation as a salary increase. This change will be effective upon execution of this extension but also subject to full ratification when the parties reach agreement on a successor contract..

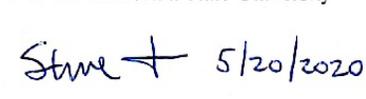
If the CSU provides across the board salary increases to existing executives, or agrees to general salary increases with other represented bargaining units, the parties shall immediately commence bargaining over article 31, salary.

For the California Faculty Association



Kathy Sheffield, date

For the California State University



Steve James, date