

## Metadata header

This contract is provided by UC Berkeley's Institute of Industrial Relations Library (IIRL). The information provided is for noncommercial educational use only. It may have been reformatted from the original and some appendices or tables may be absent. Note that subsequent changes, revisions, and corrections may apply to this document.

For more information about the IIR Union Contracts Project, contact:  
Lincoln Cushing, [lcushing@library.berkeley.edu](mailto:lcushing@library.berkeley.edu)

**IDnum** 393    **Language** English    **Country** United States    **State** CA

**Union** CFA (California Faculty Association)

### Local

Occupations Represented
Teachers—postsecondary
Librarians

**Bargaining Agency** Trustees of the California State University

**Agency industrial classification (NAICS):**

61 (Educational Services)

**BeginYear** 1999    **EndYear** 2001

**Source** [http://www.calstate.edu/LaborRel/Contracts\\_HTML/CFA\\_CONTRACT/CFAcon.shtml](http://www.calstate.edu/LaborRel/Contracts_HTML/CFA_CONTRACT/CFAcon.shtml)

**Original\_format** PDF (unitary)

### Notes

### Contact

**Full text contract begins on following page.**

---

# TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE 1 RECOGNITION.....	2
ARTICLE 2 DEFINITIONS.....	3
ARTICLE 3 EFFECT OF AGREEMENT .....	6
ARTICLE 4 SAVINGS CLAUSE.....	7
ARTICLE 5 MANAGEMENT RIGHTS .....	7
ARTICLE 6 CFA'S RIGHTS.....	7
ARTICLE 7 CFA SECURITY .....	10
ARTICLE 8 FACULTY PARTICIPATION .....	11
ARTICLE 9 CONCERTED ACTIVITIES .....	11
ARTICLE 10 GRIEVANCE PROCEDURES.....	12
Definitions .....	12
Grievance Forms.....	13
Contract Interpretation Grievance Procedure.....	13
Level II – System Level Review .....	15
Arbitration .....	15
Faculty Status Dispute Procedure.....	19
Peer Review .....	20
Mediation.....	21
General Provisions .....	22
Grievance Administration.....	23
ARTICLE 11 PERSONNEL FILES .....	24
ARTICLE 12 APPOINTMENT.....	27
Temporary Appointments .....	27
Temporary Faculty Range Elevation.....	30
Probationary Appointments .....	30
Appointment at Another Campus .....	31
Vacancy Announcements.....	31

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 13	PROBATION AND TENURE..... 31
	Probationary Period ..... 31
	Tenure ..... 33
ARTICLE 14	PROMOTION..... 34
ARTICLE 15	EVALUATION..... 35
	General Provisions ..... 35
	Process for Student Evaluations of Teaching ..... 38
	Periodic Evaluation ..... 39
	Periodic Evaluation of Temporary Faculty Unit Employees ..... 39
	Periodic Evaluation of Probationary Faculty Unit Employees.. 40
	Periodic Evaluation of Tenured Faculty Unit Employees..... 41
	Performance Review ..... 41
	Recommendation Process for Performance Review..... 42
ARTICLE 16	NON-DISCRIMINATION..... 43
ARTICLE 17	TEMPORARY SUSPENSION ..... 43
ARTICLE 18	REPRIMANDS..... 44
ARTICLE 19	DISCIPLINARY ACTION PROCEDURE ..... 45
	Scope of Disciplinary Action ..... 45
	Informal Resolution Prior to Notice of Pending Disciplinary Action ..... 45
	Notice of Pending Dismissal, Demotion or Suspension Without Pay..... 46
	Acceptance of Disciplinary Action..... 46
	Review of Pending Disciplinary Action..... 46
	Disciplinary Action Appeal Process ..... 47
	Imposition of Sanction ..... 48
	Disciplinary Action Arbitration Procedure ..... 48
	Pre-Sanction Suspension ..... 49
	Pre-Sanction Reassignment..... 50
ARTICLE 20	WORKLOAD ..... 50
	Instructional Faculty: Professional Responsibilities..... 50
	Work Year..... 52
	Work Hours – Casual Employment..... 52
	Substitute Assignments ..... 52
ARTICLE 20	Librarian Employees: Assignment of Responsibility..... 53

## TABLE OF CONTENTS

	<u>Page</u>
(cont.) Responsibility	Counselor Faculty Unit Employees: Assignment of 53 Librarian and Counselor Assignments and Schedules ..... 54 Coaching Employees: Assignment of Responsibility..... 55 Coaching Employees Assignments and Schedules ..... 55 Coaching Employees Work Hours ..... 55 Department Chair Assignments..... 56
ARTICLE 21	SUMMER SESSION..... 56 Assignment of Responsibility ..... 57 Salary ..... 57
ARTICLE 22	LEAVES OF ABSENCE WITHOUT PAY ..... 57 Personal Leaves of Absence Without Pay..... 58 Professional Leaves of Absence Without Pay ..... 61
ARTICLE 23	LEAVES OF ABSENCE WITH PAY ..... 62 Paid Bereavement Leave ..... 62 Paid Maternity/Paternity Leave ..... 62 Jury Duty Leave..... 63 Leave to Vote..... 63 Absence as a Witness ..... 64 Emergency Leave ..... 64 Military Leave ..... 65
ARTICLE 24	SICK LEAVE ..... 65 Absences for Which Sick Leave May Be Charged ..... 66 Supplement to Industrial Disability Leave..... 67 Catastrophic Leave Donation Program..... 67
ARTICLE 25	PROFESSIONAL DEVELOPMENT..... 69
ARTICLE 26	FEE WAIVER ..... 70
ARTICLE 27	SABBATICAL LEAVES ..... 72
ARTICLE 28	DIFFERENCE IN PAY LEAVES..... 75
ARTICLE 29	FACULTY EARLY RETIREMENT PROGRAM..... 78
ARTICLE 30	PRE-RETIREMENT REDUCTION IN TIME BASE..... 81
ARTICLE 31	SALARY ..... 82 General Salary Increase ..... 83 Faculty Merit Increase Program ..... 83

## TABLE OF CONTENTS

		<u>Page</u>
	Faculty Merit Increase Appeal Process .....	88
	Service Salary Step Increases .....	89
	Fiscal Years 1999/2000 and 2000/01 Service Salary Increases ..	90
	Fiscal Years 1999/2000 and 2000/01 Service Salary Appeal Process.....	91
	Fiscal Year 1999/2000 Compensation .....	91
	Fiscal Year 2000/01 Compensation .....	92
	Increases for Market or Equity .....	92
	Department Chairpersons.....	92
ARTICLE 32	BENEFITS .....	93
	Health Plan.....	93
	Dependent Care Reimbursement Program .....	94
	Dental Plans.....	94
	Vision Care .....	96
	Flex Cash Program .....	96
	Retirement Benefits for Part-time, Seasonal and Temporary Employees.....	97
	Recreational Facilities .....	97
	Travel Reimbursement .....	97
	Parking Fees .....	97
	Life Insurance, AD&D Plan and Disability Benefits .....	97
	403(b) Programs and Optional Retirement Plan.....	98
	Enhanced 1959 Survivor Benefits.....	98
ARTICLE 33	HOLIDAYS.....	99
ARTICLE 34	VACATION.....	101
	Vacation Credit .....	101
ARTICLE 35	OUTSIDE EMPLOYMENT .....	102
ARTICLE 36	ADDITIONAL EMPLOYMENT.....	103
	Limitation on Additional Employment.....	103
	Applicable Time Periods for Limitations on Additional Employment.....	103
ARTICLE 37	SAFETY .....	104
ARTICLE 38	LAYOFF .....	105
	Determination of the Necessity to Lay Off .....	105
	Exclusive Representative Notification and Representation .....	105
	Unit of Layoff.....	106
	Order of Layoff .....	106
	Temporary Faculty Unit Employees: Order of Layoff.....	107

## TABLE OF CONTENTS

	<u>Page</u>
Probationary Faculty Unit Employees: Order of Layoff.....	107
Tie-Breaking in the Order of Layoff .....	107
Exceptions to the Order of Layoff.....	108
Notice of Layoff .....	108
Computation of Seniority Points.....	109
Options in Lieu of Layoff .....	110
Recall Rights and Opportunities .....	111
Reemployment Opportunities.....	112
General Provisions .....	112
ARTICLE 39 INTELLECTUAL PROPERTY RIGHTS .....	113
ARTICLE 40 DURATION AND IMPLEMENTATION .....	115

## P R E A M B L E

This Memorandum of Understanding is entered into pursuant to provisions of the Higher Education Employer-Employee Relations Act (HEERA) by and between the Trustees of The California State University, hereinafter referred to as the "CSU" or "Employer," and the California Faculty Association, hereinafter referred to as the "CFA," or the "exclusive representative."

It is the purpose of this Agreement to set forth the wages, hours of employment, and other terms and conditions of the employment for members of the bargaining unit. The parties recognize the importance of Section 3561(b) of HEERA, which states:

"The Legislature recognizes that joint decision-making and consultation between administration and faculty or academic employees is the long-accepted manner of governing institutions of higher learning and is essential to the performance of the educational missions of such institutions, and declares that it is the purpose of this act to both preserve and encourage that process . . ."

It is the purpose of these parties in entering this Agreement to promote high standards of education in the CSU. The CSU shall support the pursuit of excellence and academic freedom in teaching, research, and learning through the free exchange of ideas among the faculty, students, and staff.

The parties recognize that quality education requires an atmosphere of academic freedom and academic responsibility. The parties acknowledge and encourage the continuation of academic freedom while recognizing that the concept of academic freedom is accompanied by a corresponding concept of responsibility to the University and its students.

The CSU and CFA recognize the unique roles and responsibilities of the Academic Senate(s).

ARTICLE 1  
RECOGNITION

- 1.1 The Trustees of The California State University (CSU) recognize the California Faculty Association (CFA) as the sole and exclusive representative of the bargaining unit (Unit 3) which includes employees in classifications set forth in Appendix A of this Agreement.
- 1.2 The parties recognize that employees in the classifications listed in Appendix B of this Agreement and all other management, supervisory, and confidential employees as defined in HEERA are excluded from the bargaining unit.
- 1.3 The parties agree that employees appointed for sixty (60) days or less in classifications described in Appendix A of this Agreement that indicate "Casual Employment Employee" are excluded from the bargaining unit and are not covered by the terms of this Agreement except as provided for in provision 1.4.
- 1.4 The parties agree that all Head Coaches in classifications 2373, 2374 or 2375, who supervise two or more full-time faculty unit employees shall be excluded from the bargaining unit.
- 1.5 The parties agree that employees in classification 2357, Instructional Faculty – Summer Session, shall be excluded from the bargaining unit except for:
- a. probationary or tenured employees in another classification described in Appendix A, or;
  - b. temporary employees appointed for at least one (1) term in the previous academic year in a class described in Appendix A.
- 1.6 The parties agree that all department chairs and department heads shall be included in the bargaining unit.
- 1.7 The CSU shall notify CFA sixty (60) days prior to the effective date of (a) new classifications related to bargaining unit classifications or (b) revised bargaining unit classifications.
- a. Prior to the effective date of a new classification, CFA may request a meeting with the CSU to discuss whether the new classification is appropriate for the bargaining unit. Such a meeting shall be held. The parties may mutually agree in writing to modify the unit to include the new classification. If



the parties disagree as to the inclusion of a new classification in the bargaining unit, either party may seek a unit modification petition pursuant to the procedures established by PERB.

- b. Prior to the effective date of a revised classification or inclusion of a new classification in the bargaining unit, CFA may request to meet and confer regarding the impact of the revised classification or a new classification on bargaining unit members.

## ARTICLE 2

### DEFINITIONS

- 2.1 Administrator – The term "administrator" as used in this Agreement refers to an employee serving in a position designated as management or supervisory in accordance with HEERA.
- 2.2 Agreement – The term "Agreement" as used in this Agreement means Articles 1 – 39 and the appendices.
- 2.3 Bargaining Unit – The term "bargaining unit" as used in this Agreement refers to the bargaining unit defined in Article 1, Recognition, and the appendices.
- 2.4 Calendar Year – The term "calendar year" as used in this Agreement refers to the period of time from January 1 through December 31.
- 2.5 Campus – The term "campus" as used in this Agreement refers to one University or college and all its facilities which is a member institution of The California State University. The term "campus" shall also refer to the Office of the Chancellor, when appropriate.
- 2.6 Casual Employment Employee – The term "casual employment employee" as used in this Agreement refers to a bargaining unit member whose classification as found in Appendix A indicates casual employment employee.
- 2.7 CFA – The term "CFA" as used in this Agreement refers to the California Faculty Association or the exclusive representative or the Union.
- 2.8 CFA Representative – The term "CFA representative" as used in this Agreement refers to a faculty unit employee or CFA systemwide officers and staff who have been officially designated in writing as CFA representatives.

- 2.9        Chancellor – The term "Chancellor" as used in this Agreement refers to the chief executive officer of the CSU or his/her designee. The Office of the Chancellor is located at 401 Golden Shore, Long Beach, California 90802.
- 2.10       CSU – The term "CSU" as used in this Agreement refers collectively to the Trustees, the Office of the Chancellor, and the universities and colleges. The term "CSU" shall also mean the "Employer."
- 2.11       Day – The term "day" as used in this Agreement refers to a calendar day. The time in which an act provided by this Agreement is to be done is computed by excluding the first day and including the last day, unless the last day is a holiday or other day on which the Employer is not regularly open for business, and then it is also excluded.
- 2.12       Department – The term "department" as used in this Agreement means the faculty unit employees within an academic department or other equivalent administrative unit.
- 2.13       Faculty Unit Employee – The term "faculty unit employee" or "employee" as used in this Agreement refers to a bargaining unit member who is a full-time faculty unit employee, part-time faculty unit employee, probationary faculty unit employee, tenured faculty unit employee, temporary faculty unit employee, coaching faculty unit employee, counselor faculty unit employee, faculty employee, or library faculty unit employee.
- a.        Full-Time Faculty Unit Employee – The term "full-time faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a full-time appointment.
  - b.        Part-Time Faculty Unit Employee – The term "part-time faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a less than full-time appointment or at a less than full-time timebase.
  - c.        Probationary Faculty Unit Employee – The term "probationary faculty unit employee" as used in this Agreement refers to a full-time bargaining unit employee who has received a probationary appointment and is serving a period of probation.
  - d.        Tenured Faculty Unit Employee – The term "tenured faculty unit employee" as used in this Agreement refers to a bargaining unit employee who has been awarded tenure.

- e. Temporary Faculty Unit Employee – The term "temporary faculty unit employee" as used in this Agreement refers to a bargaining unit employee who is serving in a temporary appointment for a specified period of time.
  - f. Coaching Faculty Unit Employee – The term "coaching faculty unit employee" or "coach" as used in this Agreement refers to a bargaining unit employee in the following classifications: 2373, 2374, and 2375, except as modified in provision 1.4; and 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384.
  - g. Counselor Faculty Unit Employee – The term "counselor faculty unit employee" refers to a bargaining unit employee in the following classifications: 2341, 2342, 2344, 3070, 3071, 3072, 3073, 3074 and 3075.
  - h. Faculty Employee – The term "faculty employee" as used in this Agreement refers to a bargaining unit employee in the following classifications: 2323, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2364, 2365, 2367, 2368, 2369, 2386, 2387, 2388, 2389, 2390, 2394, 2395, 2399, 2400, 2401, 2462, 2463, 2464, 2466, 2481, 2482, 2483 2484.
  - i. Librarian Faculty Unit Employee – The term "librarian faculty unit employee" or "librarian" as used in this Agreement refers to a bargaining unit employee in the following classifications: 2913, 2914, 2919, 2920, 2926, 2927.
- 2.14 Fiscal Year – The term "fiscal year" as used in this Agreement refers to the period of time from July 1 through June 30.
- 2.15 HEERA – The term "HEERA" as used in this Agreement refers to the Higher Education Employer–Employee Relations Act, enacted in 1978 as Senate Bill 1091 (Berman), Chapter 744, Laws of 1978, Government Code Section 3560, et seq.
- 2.16 Parties – The term "parties" as used in this Agreement refers to the CSU and the California Faculty Association.
- 2.17 Personnel Action File – The term "Personnel Action File" as used in this Agreement refers to the one official personnel file containing employment information and information that may be relevant to personnel recommendations or personnel actions regarding a faculty unit employee. The term "Working Personnel Action File" as used in this Agreement refers to that portion of the Personnel Action File used during the time of periodic evaluation or performance review of a faculty unit employee.

2.18 President – The term "President" as used in this Agreement refers to the chief executive officer of a University or college or his/her designee. The term "President" shall also refer to the Chancellor or his/her designee, when appropriate.

2.19 Trustees – The term "Trustees" as used in this Agreement refers to the Board of Trustees of the CSU.

### ARTICLE 3

#### EFFECT OF AGREEMENT

3.1 This Agreement constitutes the entire Agreement of the Trustees and the CFA, arrived at as a result of meeting and conferring. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary and mutual consent of the parties in an expressed written amendment to the Agreement. This Agreement supersedes all previous agreements, understandings, policies, and prior practices directly related to matters included within this Agreement. In the absence of any specific provisions in this Agreement, all CSU practices and procedures are at the discretion of the Employer. The Employer shall provide notification to CFA at least thirty (30) days prior to the implementation of systemwide changes affecting the working conditions of faculty unit employees. Upon request of CFA, the CSU shall meet and confer with CFA on the demonstrable impact of such changes.

3.2 The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as provided elsewhere in this Agreement, the CSU and the CFA, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 4

SAVINGS CLAUSE

- 4.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over its provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions of this Agreement will continue in full force and effect.
- 4.2 No later than sixty (60) days after a written request by either party to meet and confer, negotiations regarding a substitute provision(s) for the invalidated provision(s) shall commence.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.1 The CSU retains and reserves to itself, whether exercised or not, all powers, rights, authorities, duties, and responsibilities which have not been specifically abridged, delegated, or modified by this Agreement.

ARTICLE 6

CFA'S RIGHTS

- 6.1 Upon request of CFA, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for meetings of the CFA. The CFA shall be afforded access to the existing campus telephone system at no cost to the CSU, contingent upon the ability of the system to accommodate such usage. The costs of installation and operation shall be borne by the CFA. The CFA shall also be afforded access to the CSUnet for systemwide and internet telecommunications access, at no cost to the CSU, contingent upon the ability of the system to accommodate such usage. The costs of installation and operation shall be borne by the CFA, at the CSUnet subscription rates.
- 6.2 The CFA shall bear the cost of all campus supplies incident to any CFA meeting or CFA business conducted on campus.
- 6.3 Intra-campus mail service shall be available to CFA at no cost for official CFA communications. CFA shall package and label materials for convenient handling according to the normal specifications of the

campus, which shall be communicated upon request from CFA. The identifier (CFA) shall appear on all materials sent through the campus mail service by CFA. Faculty unit employee mailboxes, if any, may be utilized by CFA for purposes of CFA communication to faculty unit employees.

- 6.4 CFA shall have the use of an adequate number of designated bulletin boards for the posting of CFA material. Such bulletin boards shall be visible, accessible to faculty unit employees, and in areas frequented by faculty unit employees.
- 6.5 A copy of CFA material posted on bulletin boards and CFA material intended for general distribution to faculty unit employees through the campus mail services shall be provided in a timely manner to the appropriate administrator. CFA should exercise responsibility for the content of such material.
- 6.6 CFA shall not interfere with campus programs, operations, or the work of faculty unit employees.
- 6.7 The CFA Chapter President shall officially represent CFA on each campus. The name of the CFA Chapter President and alternate shall be provided to the President.
- 6.8 The appropriate administrator shall, as a courtesy, be notified of the presence of a representative of CFA on official business who is not a campus employee either upon his/her arrival at the campus or by telephone in advance of arrival. The names of representatives of CFA who are non-CSU employees and the names of systemwide CFA officers shall be provided to the appropriate administrator.
- 6.9 Upon the request of CFA, the campus Personnel Office shall provide CFA at no cost a monthly list of all faculty unit employees newly appointed for at least ninety (90) days. Such a list shall contain the name and the department or equivalent unit of such a faculty unit employee.
- 6.10 The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by CFA. When the facility request is submitted and CFA inquires, the CSU shall inform the CFA whether or not costs shall be charged.
- 6.11 Upon the request of CFA, employee lists including those generated by PIMS and other public information shall be provided to CFA as soon as reasonably practicable. A faculty unit employee's home address shall be released to CFA except when that employee officially has informed the CSU that he/she wishes the home address withheld.

The cost of such employee lists or public information shall be borne by CFA except as provided elsewhere in the Agreement.

- 6.12 Upon the request of CFA, the CSU shall grant in a timely manner union leave without loss of compensation. Such leaves shall be granted up to the equivalent of four (4) full-time positions per year.
- a. Such leave may be partial or full-time and shall not exceed one (1) year. An employee on such leave shall continue to earn all campus service credit and retirement credit. Vacation time, holiday time, and sick leave shall not accrue during such leave. A faculty unit employee on such leave shall have the right to return to his/her former position upon expiration of the leave. Such leave shall not constitute a break in the faculty unit employee's continuous service for the purpose of salary adjustments, sick leave, vacation, or seniority.
  - b. The CSU shall be reimbursed by CFA for all compensation paid to the faculty unit employee on account of such leave and for any incidental costs, including the cost of benefits. Reimbursement of salary by CFA shall be at Step 1, Assistant Professor, of the salary schedule. Reimbursement by CFA shall be made no later than thirty (30) days after receipt of the CSU certification of payment of compensation to the employee.
- 6.13 The following WTU pools shall be provided for the purpose of granting reductions in workload, without loss of compensation, for CFA representatives. There shall be a pool of six (6) WTUs on a semester campus, or eight (8) WTUs on a quarter campus, per academic term, for distribution among campus CFA chapter representatives. In addition, there shall be a statewide pool not to exceed twenty-four (24) WTUs per semester, or the quarter equivalent on quarter campuses, for distribution among CFA statewide representatives.
- 6.14 The CFA may request unpaid leaves of absence for a specified period of time for CFA-designated faculty unit employees.
- 6.15 The CSU and the CFA shall endeavor to publish jointly an official version of this Agreement, and shall equally share the cost of printing one thousand (1000) copies, to be distributed equally between the parties. Additional copies requested by CFA prior to the time of initial printing shall be provided to CFA. CFA shall bear the cost of such additional copies.
- 6.16 A faculty unit employee shall not suffer reprisals for participation in CFA activities.

## Release Time for Negotiations

- 6.17 The CSU agrees that members of the CFA negotiating team may request and shall be granted a reduction in workload during the academic term in which negotiations take place. Such reductions shall be considered partial difference in pay leaves and salaries shall be in accordance with Article 28, provision 28.3. The reduction will be calculated on the basis of fifteen (15) Weighted Teaching Units representing a full load.
- 6.18 Provisions 28.12 and 28.13 shall apply to such leaves.
- 6.19 The CFA shall reimburse the CSU by the amount of the required salary reduction for each member of the negotiating team. Such reimbursement shall be passed on to the employees as a part of their salary compensation.
- 6.20 For those members of the bargaining team whose normal assignments involve classroom teaching, the requested reduction shall be in increments which will facilitate course reassignment.
- 6.21 The work assignments of members of the negotiating team shall be rescheduled so that involved individuals shall have Thursdays and Fridays free of work assignments during the academic term in which negotiations occur to facilitate attendance at bargaining sessions.
- 6.22 The foregoing shall be implemented only if the CFA notifies the CSU of the names of members of the bargaining team by May 1 of each year.
- 6.23 The CFA shall be provided appropriate office space on each campus, which shall, upon their request, be shared with other bargaining representatives. Rental charges for the duration of this Agreement shall be one dollar per year for each office provided.

## ARTICLE 7

### CFA SECURITY

- 7.1 Faculty unit employees shall be free to join or not to join CFA.
- 7.2 It is the intent of this Article to provide payroll deduction for CFA members to be deducted from their pay warrants insofar as permitted by law. The CSU agrees to deduct and transmit to CFA all authorized deductions from CFA members within the bargaining unit who have signed and approved authorization cards for such deduction on file with CFA.



- 7.3 The amount of dues deducted from CFA member's pay warrants shall be set by CFA and changed by the CSU upon written request of CFA.
- 7.4 CFA agrees to indemnify, defend, and hold the CSU harmless against any claim made of any nature and against any suit instituted against the CSU arising from its payroll deductions for CFA dues and deductions.

## ARTICLE 8

### FACULTY PARTICIPATION

- 8.1 Upon request of the CFA there may be convened a meeting with the President and a CFA representative. Such meetings may occur monthly at the request of either party, or more often by mutual agreement. The purpose of the meeting shall be to discuss topics of mutual interest to the University community. CFA shall submit an agenda of matters it seeks to discuss at the time of its request.
- 8.2 Each campus shall establish a joint labor/management committee, which shall be composed of three (3) representatives employed at the campus from each party. This committee shall meet at least once during each academic term, at times and dates mutually agreeable to the parties. The committee's agenda shall be limited to discussing matters related to the interpretation and application at the campus of the provisions of the Agreement between the parties. The parties shall notify each other of the issues that they desire to discuss at least five (5) days prior to the scheduled meeting date.

## ARTICLE 9

### CONCERTED ACTIVITIES

- 9.1 During the life of this Agreement, faculty unit employees shall not engage in strikes or other concerted activity which would interfere with or adversely affect the operations or the mission of the CSU.
- 9.2 The CFA shall not promote, organize, or support any strike or other concerted activity.
- 9.3 The CFA shall endeavor to prevent faculty unit employees from participating in a concerted activity which would interfere with or adversely affect the operations or the mission of the CSU.

- 9.4 During the life of this Agreement, the CSU shall not lock out faculty unit employees.

## ARTICLE 10

### GRIEVANCE PROCEDURES

- 10.1 The purpose of this Article is to provide a prompt and effective procedure for the resolution of disputes. The procedures hereinafter set forth shall, except for matters of discipline as set forth in Article 19 herein, be the sole and exclusive method for the resolution of disputes arising out of issues covered by this Agreement.

10.2 Definitions

As used herein:

- a. The term "grievance" or "contract interpretation grievance" shall mean an allegation concerning a claimed violation, misapplication, or misinterpretation of a specific term or provision of this Agreement.
- b. The term "grievant" shall mean an employee or group of employees alleging that they have been directly wronged by a violation, misapplication, or misinterpretation of a term or provision of this Agreement that confers rights upon them individually or as a group. The term "grievant" shall also mean the CFA when alleging a grievance on behalf of itself, or on behalf of a unit member or a group of unit members. The CFA shall not grieve on behalf of unit members who do not wish to pursue individual grievances.
- c. The term "employee" in this Article shall mean a member of the bargaining unit. The term "employee" shall also mean the CFA when alleging a faculty status dispute on behalf a unit member or a group of unit members. The CFA shall not allege a faculty status dispute on behalf of unit members who do not wish to pursue such a matter.
- d. The term "appropriate administrator" as used in this Article shall mean the individual who has been designated by the President to act pursuant to the procedures set forth in this Article.
- e. The terms "respond" and "file" as used in this Article shall mean either personal delivery or delivery through the U.S. mail, certified mail, return receipt requested. If personal delivery is used, the grievant or appropriate administrator shall provide a

written receipt. If certified mail is used, the return receipt shall establish the date of delivery. The terms "respond" and "file" as used in regards to Level II of this Article shall also mean transmittal by telefax. If telefax transmittal is used either to file or to respond at Level II, the telefax transmittal cover letter must be returned and shall include the signature of the receiving party acknowledging receipt, as well as the date of receipt. A response or filing at Level II shall not be considered accomplished in the absence of such date and signature on the cover letter.

- f. The term "faculty status matter" or "faculty status dispute" as used in this Article shall mean a dispute involving solely a decision not to reappoint, promote, or tenure.

### 10.3 Grievance Forms

- a. All grievances, requests for review, or appeals shall be submitted in writing on the form attached to this Agreement as Appendix E, and shall be signed by the grievant(s). Except for the initial filing of a grievance, if there is difficulty in meeting any time limit, a CFA representative may sign the grievance form for the grievant.
- b. The appropriate administrator may refuse consideration of a grievance not filed on a grievance form required by this Article. In the event the potential grievant does not file on the prescribed form, the appropriate administrator shall provide the potential grievant with a copy of the appropriate form. Subsequent refileing utilizing the appropriate form shall take place within seven (7) days of receipt of the appropriate form.

### Contract Interpretation Grievance Procedure

#### 10.4 Level I – Campus Level Review

- a. A grievant eligible to grieve pursuant to provision 10.2 of this Article may file a Level I grievance with the President no later than forty-two (42) days after the event giving rise to the grievance, or no later than forty-two (42) days after the grievant knew or reasonably should have known of the event giving rise to the grievance. The grievant shall state clearly and concisely on a grievance form:
  - 1) the term(s) of the Agreement alleged to have been violated, misinterpreted, or misapplied;

- 2) a description of the grounds of the grievance including names, dates, places, times, necessary for complete understanding;
  - 3) a proposed remedy;
  - 4) the name, department or equivalent unit, address at which the grievant shall receive all correspondence relating to the grievance, position/classification of the grievant and his/her signature;
  - 5) the name and address of the grievant's representative, if any; and
  - 6) the date of submission.
  - 7) If the grievance derives from an action or decision by the Chancellor's Office, the President and the CFA may agree that the grievance may be filed directly with the Chancellor's Office, at Level II.
- b. The grievant may, in the written grievance, request the postponement of any action in processing the grievance formally for a period of up to twenty-five (25) days, during which period the grievant may pursue efforts to resolve the grievance informally and shall be entitled to a good faith review of the issue(s) presented. The initial postponement request shall be granted, and upon the grievant's further written request, additional twenty-five (25) day extensions shall be liberally granted unless to do so would seriously impede resolution of the grievance.
- 1) Upon request of the grievant during the postponement period(s), the President shall arrange an informal conference between the appropriate administrator and the grievant.
  - 2) The grievant may at any time terminate the postponement period by giving written notice to the President that the grievant wishes to proceed with the Step 1 meeting provided for below. If the postponement period, or any extension thereof, expires without the filing of a request for a further postponement the grievance shall proceed to formal Step 1.
  - 3) The grievant shall have the right to representation by CFA during attempts at informal resolution of the grievance.

- c. Within fourteen (14) days after the Level I filing, the President shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. The President shall respond in writing to the grievant, no later than fourteen (14) days after the Level I meeting. Such response shall include a statement of reasons for any denial of the grievance.

#### 10.5 Level II – System Level Review

- a. In the event the grievance is not settled to the grievant's satisfaction at Level I, the grievant may file a Level II grievance with the Office of the Chancellor no later than twenty-one (21) days after the Level I response. The grievant shall attach a copy of the previous grievance response together with any documents presented at that level.
- b. A designated individual in the Office of the Chancellor and the representative of the grievant shall schedule a conference at the Office of the Chancellor for the purpose of reviewing the matter within fourteen (14) days of the Level II filing. The designated individual in the Office of the Chancellor shall respond no later than fourteen (14) days after the conference.
- c. If the grievance has not been settled at Level II, then within forty-two (42) days after receipt of the decision at the previous level or the expiration of the time limits for making such decision, the CFA, upon the request of the grievant, may request arbitration by giving notice to that effect, by certified mail, return receipt requested, directed to the Office of Employee Relations. The CFA may also request arbitration by transmittal by telefax. If telefax transmittal is used the cover letter must be returned and shall include the signature of the receiving party acknowledging receipt, as well as the date of receipt. A telefax transmittal request for arbitration shall not be considered accomplished in the absence of such date and signature on the cover letter. Representation at arbitration shall be by CFA only.

#### 10.6 Arbitration

Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the rules of the AAA, subject to the provisions below:

- a. The parties shall meet within thirty (30) days of the execution of this Agreement to select a panel of ten (10) members to serve as arbitrators for contract grievances arising under this Agreement. Within thirty (30) days of the execution of this Agreement, the Office of General Counsel and CFA shall meet to select a panel

of ten (10) members to serve as arbitrators in faculty status grievances arising under this Agreement. If no agreement is reached on either panel prior to or within sixty (60) days after the execution of this Agreement, the parties shall designate the arbitrators for that category of grievances in accordance with the AAA Voluntary Labor Arbitration Rules until agreement on a panel is reached. The panel members shall be designated to serve in alphabetical rotation, provided the next panel member reached has an available hearing date within one hundred and twenty (120) days of notification, or any mutually agreed upon extension thereto. The parties may add or delete panel members by mutual notification.

- b. Either party to the Agreement may preemptorily challenge one member on each panel at any time during the term of this Agreement and such panel member shall be removed from the panel and replaced with a new mutually acceptable replacement. Once a party has notified the other party of its intention to remove an arbitrator, no new cases shall be heard by that arbitrator, and that arbitrator shall not be notified of his/her removal prior to the receipt by the parties of any of his/her pending awards.
- c. Contract interpretation grievances with continuing financial back pay liability, and grievances alleging an unsafe work environment, shall be scheduled for hearing in arbitration in the chronological order of their appeal to arbitration, prior to both the scheduling of any grievances with no continuing financial back pay liability, or any grievance which does not allege an unsafe work environment. The parties recognize that from time to time it may be in the interest of both parties by mutual agreement to schedule cases for arbitration in other than chronological order. Absent such mutual agreement, arbitration hearings shall be scheduled in the same chronological order in which each case was appealed to arbitration.
- d. Any grievance or faculty status dispute, except those involving the denial of promotion, filed into arbitration shall be considered withdrawn if the parties have not, within twelve (12) months of the date of filing to arbitration, agreed upon a date and scheduled the case for hearing with the arbitrator assigned to the case. Faculty status disputes involving the denial of promotion shall be considered withdrawn if the parties have not, within eighteen (18) months of the date of filing to arbitration, agreed upon a date and scheduled the case for hearing with the arbitrator assigned to the case. In each case, this provision shall be extended for an additional thirty (30) days at a time, in cases where the Union has agreed to dates proposed by an arbitrator which are unacceptable to the CSU, or in cases where the CSU

has not responded to the dates proposed by the Union. For faculty status disputes filed prior to the effective date of this Agreement, the twelve (12) and eighteen (18) month limitations shall commence upon the effective date of the Agreement.

- e. No later than ten (10) days prior to the date of an arbitration hearing the parties shall confirm any arbitrability issue(s) to be raised, attempt to formulate a joint statement of issue, exchange the names of all anticipated witnesses, and provide (and identify as exhibits) copies of all documents anticipated to be entered into evidence. This provision shall not preclude either party from calling witnesses or entering documentary evidence not identified during this discussion. Scheduled hearings shall not be delayed or postponed due to the failure to complete this discussion.
- f. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs.
- g. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.
- h. The authority of an arbitrator with respect to granting appointment, reappointment, promotion, or tenure shall be as follows:

In cases involving appointment, reappointment, promotion, or tenure, the arbitrator shall recognize the importance of the decision not only to the individual in terms of his/her livelihood, but also the importance of the decision to the institution involved.

The arbitrator shall not find that an error in procedure will overturn an appointment, reappointment, promotion, or tenure decision on the basis that proper procedure has not been followed unless:

- 1) there is clear and convincing evidence of a procedural error; and
- 2) that such error was prejudicial to the decision with respect to the grievant.

The normal remedy for such a procedural error will be to remand the case to the decision level where the error occurred for reevaluation, with the arbitrator having authority in his/her judgment to retain jurisdiction.

An arbitrator shall not grant appointment, reappointment, promotion or tenure except in extreme cases where it is found that:

- 1) the final campus decision was not based on reasoned judgment;
- 2) but for that, it can be stated with certainty that appointment, reappointment, promotion, or tenure would have been granted; and
- 3) no other alternative except that remedy has been demonstrated by the evidence as a practicable remedy available to resolve the issue.

The arbitrator shall make specific findings in his/her decision as to the foregoing.

In the event the CSU seeks to vacate an arbitration award in the manner prescribed by the California Code of Civil Procedure, the court may, among the other matters it considers, determine whether or not the arbitrator has exceeded his/her authority with respect to the foregoing.

- i. A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the close of the hearing. Such decision or award shall be binding upon the CFA, the CSU, and the employee(s) affected thereby.
- j. The cost of the arbitration, excluding advocate, unilateral withdrawal, postponement, or cancellation fees, shall be borne equally by the parties. Expenses for witnesses, shall be borne by the party who calls them.
- k. Arbitration hearings shall be held at the campus for grievances filed at a CSU campus, and arbitration hearings shall be held on an alternating basis between the Office of the Chancellor and the Los Angeles CFA office for grievances agreed upon by the parties to be systemwide issues. The parties may mutually agree to schedule such cases at other locations.
- l. The standard of review for the arbitrator in other than faculty status cases is whether the CSU violated, misapplied, or misinterpreted a specific term(s) of this Agreement.
- m. The CFA and the CSU may mutually agree to invoke the "Streamlined Labor Arbitration Rules" of the AAA for the hearing of a case.



- 1) Within ten (10) days from the date the hearing is closed, the arbitrator shall issue to the parties a written award stating his/her decision on the issue(s) submitted. Copies of the award shall be provided to the parties. The award shall be final and binding on the CFA, the CSU, and the employee(s) affected thereby.
  - 2) At the request of either party, the arbitrator shall provide a complete written rationale for his/her award including findings, reasons, and conclusions on the issue(s) submitted no later than thirty (30) days after the award is issued. Copies of this rationale for the award shall be provided to the parties.
  - 3) The written rationale for the award shall be considered part of the award for the purpose of appeal and the statutory period for appeal shall be considered to commence upon receipt of the rationale from the arbitrator.
- n. If an arbitrability question exists, the arbitrator shall determine the arbitrability question prior to hearing the formal presentations of the parties on the merits of the grievance.
  - o. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than thirty (30) days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred.

#### Faculty Status Dispute Procedure

- 10.7 A faculty unit employee who has a dispute pertaining to a faculty status matter as defined by provision 10.2f shall notify the President in writing of the dispute within twenty-one (21) days from the receipt of the negative decision.
- 10.8 The employer and the employee shall pursue efforts to resolve the dispute informally and the employee shall be entitled to a good faith review of the issue(s) presented. This effort at informal resolution shall be mandatory for all faculty status matters as defined in Article 10.2f and shall occur within thirty (30) days after serving notice of dispute. The employer and the employee may continue to pursue informal resolution of the dispute beyond the mandatory period.
- 10.9 If a dispute pertaining to a faculty status matter is not resolved to the employee's satisfaction through informal efforts, the employee may request peer review or request of the CFA that the faculty status dispute be submitted to arbitration. Such a request shall be made no

later than forty-five (45) days after serving notice of a dispute pursuant to provision 10.7.

10.10 If the dispute presented pursuant to provision 10.7 above is not resolved and is a faculty status matter as defined in provision 10.2f, the employee may elect either peer review of his/her complaint as described in provision 10.9, or arbitration as described in provision 10.6 of this Article.

- a. If the employee desires to elect arbitration he/she may request of the CFA that the faculty status matter be submitted to arbitration. Such a request shall be made no later than forty-five (45) days after serving notice of dispute. No later than ninety (90) days after the notice of dispute is served, the CFA may by written notice to the Office of the Chancellor submit the grievance to arbitration. In the event CFA subsequently withdraws or does not submit a demand for arbitration, the employee may request peer review no later than seven (7) days from receipt of the CFA decision denying arbitration.
- b. If the employee initially desires to elect peer review he/she may request peer review no later than forty-five (45) days after serving notice of a dispute pursuant to provision 10.7.

10.11 Peer Review

- a. The President shall establish a panel consisting of all full-time tenured employees who have served on committees that made recommendations on matters of appointment, reappointment, promotion or tenure and who have attained the rank of full professor or equivalent. No employee may be eligible for this panel if he/she has been directly involved with or a party to matters related to a complaint submitted by the employee to peer review.
- b. The membership of the Peer Panel to review a specific faculty status matter shall be selected by lot from the panel established pursuant to provision 10.11a and consist of three (3) members and one (1) alternate.
- c. The Peer Panel shall begin to review the faculty status matter within twenty-one (21) days of its selection by lot. The panel's review shall be limited to a consideration of the complainant's Personnel Action File; all written recommendations, rebuttals, and responses related to the faculty status matter; any written statement by the affected employee as to why his/her original review was inappropriate; and the Employer's written response to any allegations made by the affected employee. Except for presentations of the complainant and the administrator, if the

administrator chooses, the peer review will be made from the documents set forth in this section.

- d. The proceeding set forth in 10.11c above shall not be open to the public and shall not be a hearing.
- e. No later than forty (40) days after its selection, the Peer Panel shall submit to the President and the complainant a written report of its findings and recommendations. All written materials considered by the Peer Panel shall be forwarded to the President. When the panel has complied with this section, it shall be discharged of its duties.
- f. The President shall consider the Peer Panel's recommendations and all forwarded materials and, no later than fourteen (14) days after receipt of the Peer Panel's report, notify the affected employee and the Peer Panel of his/her final decision, including the reasons therefor. Notification to the employee of the President's decision concludes the peer review procedure and such decision shall not be reviewable in any forum.

### Mediation

10.12 Formal contract interpretation grievances and faculty status disputes may be subject to mediation in accordance with the following:

- a. The party requesting mediation shall request mediation within thirty (30) calendar days after the Union has filed a request for arbitration. This time period may be waived upon the mutual agreement of both parties.
- b. Grievances shall not proceed to mediation except by the mutual agreement of both parties.
- c. The timelines and order of the scheduling of grievances for arbitration pursuant to this Article shall not be affected by the parties' desire to invoke mediation.
- d. The parties shall establish a panel of three (3) mediators by mutual agreement, who shall serve in alphabetical rotation. Members of the arbitration panel established pursuant to this Article shall not be eligible to serve on this mediation panel.
- e. The procedures set forth in California Evidence Code Section 1152.5 shall be applicable to mediation conducted pursuant to this Agreement.
- f. All costs of mediation shall be borne equally by both parties.

- g. The recommendations of a mediator, if any, shall be advisory only and shall not be binding upon the parties. If the parties agree to accept the mediator's recommendation, the decision shall be reduced to writing and signed by both parties. Neither party shall enter into evidence at a subsequent arbitration hearing any recommendation(s) of the mediator.

### General Provisions

- 10.13 Wherever a time limit is provided by this Article, the participants at that level may extend the period by mutual consent in writing. However, the time limit for filing the initial grievance at Level I may only be extended by the Office of the Chancellor. It is understood that the purpose of the procedure is to resolve grievances promptly and that extensions shall be sought only for good cause.
- 10.14 When meetings, conferences, or arbitration hearings are held under this Article, employees who are entitled to attend or who are called as witnesses by a party, shall be excused for that purpose from other duties without penalty, provided that arrangements are made for coverage of the employee's duties.
- 10.15 No reprisals shall be taken against any employee for the filing and processing of any grievances.
- 10.16 Except for good cause shown, only those events, issues, and sections of this Agreement cited in the initial filing at Level I may be considered at subsequent levels.
- 10.17 A failure to grant promotion due to a lack of available funds shall not be grievable.
- 10.18 After the grievance has been filed at Level I, a representative and the grievant shall be provided reasonable release time for the purpose of preparation and presentation of the grievance at Levels I and II, provided that such release time shall not conflict with any scheduled classes and office hours.
- 10.19 Upon failure of the Employer or its representatives to provide a decision within the time limits provided in this Article, the grievant or CFA, where appropriate, may appeal to the next step. Upon the failure of the grievant or CFA, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.
- 10.20 In cases where it is necessary for the grievant or his/her representative to have information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for reasonably specific information to the appropriate

administrator. The grievant or his/her representative shall have the right to receive, within thirty (30) days, such information not defined as confidential or personal pursuant to the Information Practices Act of 1977 or HEERA, which would assist in adjusting the grievance. The CSU shall notify the CFA whenever the information cannot be provided within this thirty (30) day period.

- 10.21 A decision to submit a grievance to arbitration shall be a waiver of all other remedies except as provided otherwise by statute.
- 10.22 A grievance settled prior to the issuance of an arbitrator's award shall not set a precedent.
- 10.23 A grievance may be withdrawn at any time. The grievant shall not file any subsequent grievance on the basis of the same event.
- 10.24 The CSU and CFA may mutually agree to consolidate grievances on similar issues at any level.
- 10.25 CFA shall have the exclusive right to represent any employee in grievances filed hereunder provided, however, that at Levels I and II, employees may represent themselves or be represented by an individual of their choice. If an employee elects not to be represented by CFA, the appropriate administrator shall inform CFA in writing of the grievance in a timely manner. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement. The CSU will not agree to a resolution of the grievance until the CFA has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.
- 10.26 The parties agree that all grievance files and/or the content of grievance meetings shall be confidential. Grievance records shall be kept in a file separate from the grievant's Personnel Action File.
- 10.27 Time limits shall be considered tolled where personnel are unavailable due to illness, vacations, or professional reasons.

#### Grievance Administration

- 10.28 From time to time, the CFA Central Office and the Office of the Chancellor shall compare grievance records for the purpose of developing and maintaining a common systemwide grievance docket.
- 10.29 Grievance rights pursuant to this Article shall not be curtailed on the last date of employment if said grievance rights are exercised in accord with provision 10.4 of this Article and such other filing requirements as may apply.

- 10.30 If a grievance derives from an action of the Chancellor's Office, the President and the grievant may agree to file the grievance directly at Level II.

## ARTICLE 11

### PERSONNEL FILES

- 11.1 The Personnel Action File shall be defined as the one (1) official personnel file for employment information and information that may be relevant to personnel recommendations or personnel actions regarding a faculty unit employee. For each faculty unit employee, the President shall designate an office in which the Personnel Action File shall be maintained and shall designate a custodian for the Personnel Action File. It is the intent of the CSU to maintain accurate and relevant Personnel Action Files. There may be copies of material contained in the official file in other working files for the convenience of the Employer. Only the official Personnel File may be used as the basis of personnel actions.
- 11.2 A faculty unit employee shall have the right to submit material to his/her Personnel Action File. A faculty unit employee shall also have the right to submit a written rebuttal to any material in his/her Personnel Action File, or scheduled for placement in his/her Personnel Action File after notification of such placement pursuant to provision 11.4 of this Article.
- 11.3 Any material identified by source may be placed in the Personnel Action File. Identification shall indicate the author, the committee, the campus office, or the name of the officially authorized body generating the material.
- 11.4 The faculty unit employee shall be notified of the placement of any material in his/her Personnel Action File, and shall be provided with a copy of any material to be placed in the Personnel Action File at least five (5) days prior to such placement. This provision shall not apply to material referenced in the Temporary Suspension or Disciplinary Action Procedure Articles of this Agreement.
- 11.5 Upon request, a faculty member shall be provided the opportunity to meet with the appropriate administrator regarding material to be placed in the file to which the faculty member objects. The request to meet shall be made within five (5) days of the receipt of the notification. The meeting shall take place within ten (10) days of the request made by the faculty member.

- 11.6 Pursuant to provision 11.1, the appropriate administrator shall consider all information provided by the faculty member concerning the relevancy and accuracy of any material to be placed in the file prior to making a final decision to place material in the file. This provision, and provision 11.5 above, shall not apply to material placed in the file created for the periodic evaluations or performance reviews conducted pursuant to Article 15, Evaluation, of this Agreement, nor to material referenced in the Temporary Suspension or Disciplinary Action Procedure Articles of this Agreement.
- 11.7 Materials for evaluation submitted by a faculty unit employee shall be deemed incorporated by reference in the Personnel Action File, but need not be physically placed in the file. An index of such materials shall be prepared by the faculty unit employee and submitted with the materials. Such an index shall be permanently placed in the Personnel Action File. Materials incorporated by reference in this manner shall be considered part of the Personnel Action File for the actions set forth in provision 11.9 of this Article. Indexed materials may be returned to the faculty unit employee.
- 11.8 During the time of periodic evaluation and performance review of a faculty unit employee, the Working Personnel Action File, which includes all information, materials, recommendations, responses and rebuttals, shall be incorporated by reference into the Personnel Action File.
- 11.9 Personnel recommendations or decisions relating to retention, tenure, promotion, or termination based upon work performance, or any other personnel action shall be based on the Personnel Action File. For the purposes of this section, course assignments shall not be considered personnel actions. However, course assignments shall not be punitive in nature.
- Should the President make a personnel decision on any basis not directly related to the professional qualifications, work performance, or personal attributes of the individual faculty member in question, those reasons shall be reduced to writing and entered into the Personnel Action File and shall be immediately provided the faculty member.
- 11.10 A faculty unit employee shall have the right of access to all material in his/her Personnel Action File, exclusive of pre-employment materials. A faculty unit employee shall have access to pre-employment materials in instances in which such materials are used in subsequent personnel actions other than appointments.
- 11.11 A faculty unit employee may request an appointment(s) for the purpose of inspecting his/her Personnel Action File. Such appointment(s) shall be scheduled promptly during normal business

hours. The manner of inspection shall be subject to reasonable conditions. The faculty unit employee shall have the right to have another person of the employee's choosing accompany him/her to inspect the Personnel Action File.

- 11.12 Following receipt of a faculty unit employee's written request, the appropriate administrator shall, within fourteen (14) days of the request, provide a copy of all requested materials. The faculty unit employee may be required to bear the cost of duplicating such materials.
- 11.13 If, after examination of the Personnel Action File, the faculty unit employee believes that any portion of the file is not accurate, he/she may request in writing a correction of the material or a deletion of a portion of the material, or both. Such a request shall be addressed to the custodian of the file, with copies to the appropriate faculty committee, if such material was generated by a faculty committee, and the appropriate administrator. The request shall include a written statement by the faculty unit employee describing corrections and/or deletions that he/she believes should be made, and the facts and reasons supporting such request. Such request shall become part of the Personnel Action File, except in those instances in which the disputed material has been removed from the file.
- 11.14 If the request is denied by the custodian of the file, the faculty unit employee shall have a right to submit the request to the President no later than seven (7) days after the date of such a denial. Within twenty-one (21) days of receipt of such request of the President, the President shall provide a written response to the faculty unit employee. If the President grants the request, the record shall be corrected or the deletions made, and the faculty unit employee shall be sent a written statement to that effect. If the President denies the request, the response shall include the reason(s) for denial.
- 11.15 The Personnel Action File shall be held in confidence. Access to a faculty unit employee's Personnel Action File shall be limited only to persons with official business. The custodian shall log all instances of access to a Personnel Action File. Such a log record shall be a part of the Personnel Action File.
- 11.16 The Personnel Action File shall indicate the location of other records regarding a faculty unit employee kept on the campus to which the faculty unit employee has access in accordance with statute.
- 11.17 Campus medical records and campus police records shall not be subject to this Article.



## ARTICLE 12

### APPOINTMENT

- 12.1 After considering the recommendations, if any, of the department or equivalent unit and the appropriate administrator, appointments of employees shall be made by the President. Appointments may be temporary, probationary, or tenured. Appointments shall be made through written notification by the President. No employee shall be deemed appointed in the absence of an official written notification from the President. An initial appointment may be made jointly in more than one academic department or equivalent unit. The President shall determine the proportion of assignment of activity for individuals holding joint appointments. The proportion of such an assignment may be changed by the President during the duration of the joint appointment.
- 12.2 Official notification to an employee of an appointment shall include the beginning and ending dates of appointment, classification, timebase, salary, rank when appropriate, employee status, assigned department or equivalent unit, and other conditions of employment. Each new faculty unit employee shall be advised no later than fourteen (14) days after the start of the quarter/semester where on campus a summary of the CSU benefits program is available. Each new faculty unit employee shall also be provided no later than fourteen (14) days after the start of the quarter/semester with written notification of the evaluation criteria and procedures in effect at the time of his/her initial appointment. In addition, pursuant to provision 15.3, the faculty unit employee shall be advised of any changes to those criteria and procedures prior to the commencement of the evaluation process.

#### Temporary Appointments

- 12.3 Temporary appointments may be for periods of a semester, a quarter, parts of a year, or one (1) or more years. Following two (2) semesters or three (3) quarters of consecutive employment within an academic year, a part-time temporary employee offered appointment to a similar assignment in the same department or equivalent unit at the same campus shall receive a one (1) year appointment. Such appointment shall be subject to the limitations stated in provision 12.5.
- 12.4 The official notification to a temporary employee shall also indicate that appointments automatically expire at the end of the period stated and do not establish consideration for subsequent appointments or any further appointment rights. No other notice shall be provided.

- 12.5 An appointment for a less than full-time temporary employee may be on a conditional basis. The conditions established at the time of appointment may relate to enrollment and budget considerations. If a class is canceled, the temporary employee shall be paid for class hours taught. Classes may be canceled any time prior to the third class meeting.
- 12.6 Full-time temporary employees, except Coaching Faculty Unit Employees, shall not be appointed on a conditional basis. Full-time Coaching Faculty Unit Employees may be appointed on a conditional basis, and those conditions may include, but shall not be limited to, adherence to NCAA by-laws and other NCAA regulations.
- 12.7 Each department or equivalent unit shall maintain a list of temporary employees who have been evaluated by the department or equivalent unit. If such an employee applies for a position in that department or equivalent unit or applicant pool for that department or equivalent unit, the faculty unit employee's previous periodic evaluations and his/her application shall receive careful consideration. If a temporary employee applies for a subsequent appointment and does not receive one, his/her right to file a grievance shall be limited to allegations of a failure to give careful consideration. Such a grievance would constitute an allegation of a contractual violation and would not be a "Faculty Status Matter" as defined in Article 10 of this Agreement.
- 12.8 Appointment of a temporary employee in consecutive academic years to a similar assignment in the same department or equivalent unit shall require the same or higher salary placement as in his/her previous appointment.
- 12.9 Upon completion of twenty-four (24) units on a semester campus, or the equivalent on a quarter campus, in the same department or equivalent unit, temporary employees shall receive a salary increase equivalent to the percentage of the negotiated SSI, provided that they meet the requirements of Article 31, only during years when the parties have agreed to provide Service Salary Step Increases pursuant to Article 31 of this Agreement.
- 12.10 A lecturer who receives a new appointment may be placed on the salary schedule above the maximum Service Salary Step Increase rate within his or her then-current salary range.
- 12.11 Temporary faculty unit employees (excluding coaches) employed during the 1998/99 academic year and possessing six or more years of service on that campus since July 1, 1993, shall be offered a two-year temporary appointment commencing with academic year 1999/2000. In addition to other provisions of this Agreement, the following special conditions shall apply:

- a. For purposes of this section, one year of service shall be considered employment of one (1) semester or two (2) quarters in the bargaining unit on a single CSU campus during a single academic year. In calculating the six-year eligibility period service need not be continuous, but the entire six (6) year period must have been worked on a single campus in a single department.
- b. Two-year appointments will be issued for employment on each campus and in each department where the temporary faculty member has established eligibility.
- c. The time base of appointments provided here shall be as established under terms of the "similar assignment" language and precedents of Article 12.3 of this Agreement.
- d. The President shall decide the type and extent of course offerings for the department, consistent with current policies and procedures on each campus.

12.12 Temporary faculty unit employees (excluding coaches) employed during the 1999/2000 academic year and possessing six or more years of service on that campus since July 1, 1994, (excluding those faculty who received two-year appointments pursuant to paragraph 12.11 above) shall be offered a two-year temporary appointment commencing with academic year 2000/01. In addition to other provisions of this Agreement, the following special conditions shall apply:

- a. For purposes of this section, one year of service shall be considered employment of one (1) semester or two (2) quarters in the bargaining unit on a single CSU campus during a single academic year. In calculating the six-year eligibility period service need not be continuous, but the entire six (6) year period must have been worked on a single campus in a single department.
- b. Two-year appointments will be issued for employment on each campus and in each department where the temporary faculty member has established eligibility.
- c. The time base of appointments provided here shall be as established under terms of the "similar assignment" language and precedents of Article 12.3 of this Agreement.
- d. The President shall decide the type and extent of course offerings for the department, consistent with current policies and procedures on each campus.

- 12.13 The application of provisions 12.11 and 12.12 above shall not prohibit the President from making appointments in excess of two (2) years for eligible temporary faculty unit employees.
- 12.14 Within thirty (30) days of the ratification of this Agreement, the Administration shall post in each department a list of temporary faculty who it believes eligible for a two-year appointment pursuant to Section 12.11 above. Any temporary faculty who are omitted from the list, but who believe they are eligible for a two-year appointment, shall come forward and identify themselves to the appropriate department chair within thirty (30) days of the posting. The faculty member should provide any documentation in her/his possession which will assist in verifying eligibility.

#### Temporary Faculty Range Elevation

- 12.15 Procedures for range elevation on the salary schedules shall be established at each campus by the President, after recommendation by the appropriate Academic Senate Committee.
- 12.16 Those eligible for lecturer range elevation shall be limited to lecturers who have no more SSI eligibility in their current range, and have served five (5) years in their current range.
- 12.17 Criteria for range elevation for temporary faculty (excluding coaches) shall be appropriate to lecturer work assignments.
- 12.18 Denial of range elevations shall be subject to the peer review process pursuant to provision 10.11 except that the peer panel's decision shall be final.
- 12.19 On each campus the pool for funding successful lecturer range elevation appeals is limited to 4 steps per each 50 lecturer faculty eligible for range elevation.

#### Probationary Appointments

- 12.20 Initial probationary appointments and subsequent probationary appointments may be for a period of one (1) or more years. Initial probationary appointments commencing at a time other than the beginning of the academic year (i.e., winter or spring quarter or spring semester) shall last until the end of the succeeding academic year.
- 12.21 Recommendations regarding probationary appointments shall originate at the department or equivalent unit. Probationary appointment procedures shall include the following:

- a. Each department or equivalent unit shall elect a peer review committee of tenured employees for the purpose of reviewing and recommending individuals for probationary appointments.
- b. Each departmental peer review committee recommendation report shall be approved by a simple majority of the membership of that committee.

12.22 Probationary appointments are normally made at the Assistant Professor or equivalent librarian rank. The President may appoint an employee at a higher rank on the determination of merit consistent with provision 12.21.

#### Appointment at Another Campus

12.23 An employee may apply for appointment at another campus in his/her field of expertise.

12.24 An employee shall not be involuntarily appointed at another campus within the CSU.

#### Vacancy Announcements

12.25 Vacancy announcements of probationary positions shall be widely disseminated. Employees shall be informed of the location where all vacancy announcements for tenure-track positions from all campuses may be examined.

12.26 Vacancy announcements of temporary employee positions shall be available on the campus where such vacancies may exist. Employees and the CFA shall be notified of the location where such vacancy announcements may be examined.

12.27 The department or equivalent unit shall normally develop vacancy announcements. Such announcements shall be subject to approval by the appropriate administrator.

### ARTICLE 13

#### PROBATION AND TENURE

##### Probationary Period

13.1 The term probationary faculty unit employee refers to a full-time faculty unit employee appointed with probationary status and serving a period of probation.

- 13.2 A probationary period is the period of service, prior to the granting or denial of tenure, credited to a faculty unit employee who has received a probationary appointment.
- 13.3 The normal period of probation shall be a total of six (6) years of full-time probationary service and credited service, if any. The normal period of probation for Counselor Faculty Unit Employees hired prior to the effective date of this Agreement shall continue to be a total of four (4) years of full-time probationary service and credited service, if any. Any deviation from the normal six (6) year probationary period shall be the decision of the President following his/her consideration of recommendations from the department or equivalent unit and appropriate administrator(s).
- 13.4 The President, upon recommendation by the affected department or equivalent unit, may grant to a faculty unit employee at the time of initial appointment to probationary status up to two (2) years service credit for probation based on previous service at a post-secondary education institution, previous full-time CSU employment, or comparable experience.
- 13.5 The timelines for evaluation of probationary faculty unit employees shall be announced by the President after consideration of recommendations, if any, of the appropriate faculty committee(s).
- 13.6 A year of service for a faculty unit employee in an academic year position is two (2) consecutive semesters or three (3) consecutive quarters of employment within an academic year. For an academic year faculty unit employee at a campus with a quarter system year-round operation (QSYRO), however, a year of service is any three (3) quarters in a period of four (4) consecutive quarters. A year of service for a faculty unit employee in a twelve (12) month position is any consecutive twelve (12) months of full-time employment. A year of service for a faculty unit employee in a ten (10) month position is ten (10) months of full-time employment within a twelve (12) month period of time. The (10) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the faculty unit member. For the purpose of calculating the probationary period, a year of service commences with the first fall term of appointment.
- 13.7 A faculty unit employee's probationary period may be extended by the President for an additional year when such faculty unit employee is on Workers' Compensation, Industrial Disability Leave, Nonindustrial Disability Leave, leave without pay, or paid sick leave for more than one (1) semester or two (2) consecutive terms.

- 13.8 A faculty unit employee's application for Workers' Compensation, Industrial Disability Leave, or Nonindustrial Disability Leave shall not affect determinations regarding the award of tenure.
- 13.9 A probationary faculty unit employee shall be subject to a Performance Review pursuant to Article 15, Evaluation, for the purpose of retention.
- 13.10 The President shall review and consider the Performance Review recommendations and relevant material and make a final decision on retention.
- 13.11 The President shall notify a probationary faculty unit employee who has served fewer than two (2) years of probation of the final decision on retention no later than February 15.
- 13.12 The President shall notify a probationary faculty unit employee who has served more than two (2) years of probation of a final decision on retention, appointment with tenure, or a terminal year appointment no later than June 1. Official notification to a probationary faculty unit employee of a terminal year appointment shall indicate that the faculty unit employee has no further appointment rights. Terminal year appointments shall be limited to probationary faculty unit employees who have served a minimum of three (3) years of probation.

#### Tenure

- 13.13 A faculty unit employee awarded tenure at a campus has the right to continued permanent employment at the campus as a faculty unit employee except when such employment is voluntarily terminated or is terminated by the Employer pursuant to this Agreement or law.
- 13.14 A probationary faculty unit employee shall be subject to a Performance Review for the purpose of award of tenure, pursuant to the Performance Review provision in Article 15, Evaluation.
- 13.15 The President shall review the Performance Review recommendations and relevant material and make a final decision as to the award or denial of tenure to a probationary faculty unit employee. For probationary employees holding a joint appointment in more than one (1) department or equivalent unit, the President shall make a single decision regarding retention and tenure.
- 13.16 The President may award tenure to any individual, including one whose appointment and assignment is in an administrative position, at the time of appointment. Appointments with tenure shall be made only after an evaluation and recommendation by the appropriate

department. Criteria and standards for recommendations shall be those established in accordance with procedures on that campus.

- 13.17 The President shall officially notify the probationary faculty unit employee of the final decision on the award or denial of tenure no later than June 1. The lack of official notice shall not result in the award of tenure. If tenure is denied, the President shall notify the faculty unit employee by June 1 of a subsequent probationary appointment or a terminal year appointment. Terminal year appointments shall be limited to probationary faculty unit employees who have served a minimum of three (3) years. Official notification to a faculty unit employee of the denial of tenure shall include the statement that he/she has no further reemployment rights. A probationary Counselor Faculty Unit Employee hired prior to the date of this Agreement, including those eligible for a terminal year appointment, shall continue to be normally notified of non-reappointment not less than thirty (30) days prior to the expiration of his/her current appointment. The lack of official notice shall not result in the award of tenure.
- 13.18 The President may award tenure to a faculty unit employee before the normal six (6) year probationary period.
- 13.19 Tenure shall be effective at the beginning of the academic year succeeding the year in which tenure is awarded.

#### ARTICLE 14

#### PROMOTION

- 14.1 Promotion shall be the advancement of a probationary or tenured faculty unit employee who holds academic or librarian rank to a higher academic or librarian rank, or advancement of a Counselor Faculty Unit Employee to a higher classification.
- 14.2 A probationary faculty unit employee shall not normally be promoted during probation. However, a faculty unit employee in the rank of instructor or librarian equivalent may be considered for promotion after completing one (1) year of service in rank. Probationary faculty unit employees shall not be promoted beyond the rank of Associate. A probationary faculty unit employee shall normally be considered for promotion at the same time he/she is considered for tenure.
- 14.3 The promotion of a tenured faculty unit employee shall normally be effective the beginning of the sixth (6<sup>th</sup>) year after appointment to his/her current academic rank/classification. In such cases, the performance review for promotion shall take place during the year



preceding the effective date of the promotion. This provision shall not apply if the faculty unit employee requests in writing that he/she not be considered.

- 14.4 In some circumstances, a faculty unit employee may, upon application and with a positive recommendation from his/her department or equivalent unit, be considered for promotion to professor, librarian equivalent, or SSP-AR Level III, prior to having satisfied the service requirements of provision 14.3 above.
- 14.5 Timelines for the promotion process shall be announced by the President after consideration of the recommendations, if any, of the appropriate faculty committee(s). Promotion applications shall not normally be accepted after the announced timeline for applications.
- 14.6 Faculty unit employees shall be subject to a Performance Review for the purposes of promotion, pursuant to Article 15, Evaluation.
- 14.7 Prior to the final decision, candidates for promotion may withdraw without prejudice from consideration at any level of review.
- 14.8 The President shall review and consider the Performance Review recommendations, relevant material and information, and the availability of funds for promotion. The President shall make a final decision on promotion. For individuals holding a joint appointment in more than one (1) department or equivalent unit, the President shall make a single decision regarding promotion.
- 14.9 The President shall notify the faculty unit employee in writing of the final decision on the promotion no later than June 15. Such response shall include the reasons for approval or denial and shall indicate the effective date of the promotion, if any.

## ARTICLE 15

### EVALUATION

#### General Provisions

- 15.1 The term "evaluation" as used in this Article shall refer to either a Periodic Evaluation or a Performance Review.
- 15.2 Faculty unit employees, students, academic administrators, and the President may contribute information to the evaluation of a faculty unit employee. Information submitted by the faculty unit employee and by academic administrators may include statements and opinions about the qualifications and work of the employee

provided by other persons identified by name. Only tenured full-time faculty unit employees and academic administrators may engage in deliberations and make recommendations to the President regarding the evaluation of a faculty unit employee.

- 15.3 Evaluation criteria and procedures shall be made available to the faculty unit employee and to the evaluation committee and the academic administrators prior to the commencement of the evaluation process. Once the evaluation process has begun, there shall be no changes in criteria and procedures used to evaluate the faculty unit employee during the evaluation process.
- 15.4 The appropriate faculty unit committee may recommend timelines for conducting evaluations. All evaluations shall be conducted and completed within the period of time specified by the President. The Working Personnel Action File shall be forwarded in a timely manner to the next level of review.
- 15.5 At all levels of review, before recommendations are forwarded to a subsequent review level, faculty unit employees shall be given a copy of the recommendation and the written reasons therefor. The faculty unit employee may submit a rebuttal statement or response in writing and/or request a meeting be held to discuss the recommendation within seven (7) days following receipt of the recommendation. A copy of the response or rebuttal statement shall accompany the Working Personnel Action File and also be sent to all previous levels of review. This section shall not require that evaluation timelines be extended.
- 15.6 Administrative Level Reviews shall be conducted by the appropriate administrators.
- 15.7 The Working Personnel Action File shall be forwarded to the President who shall review and consider all materials thus submitted.
- 15.8 The Working Personnel Action File shall be defined as that file specifically generated for use in a given evaluation cycle. That file shall include all required forms and documents, all information specifically provided by the employee being evaluated, and information provided by faculty unit employees, students, academic administrators. It shall also include all faculty and administrative level evaluations recommendations from the current cycle, and all rebuttal statements and responses submitted.
- 15.9 Materials for evaluation submitted by a faculty unit employee shall be deemed incorporated by reference in the Personnel Action File, but need not be physically placed in the file. An index of those materials shall be prepared by the faculty unit employee at the

beginning of the cycle and submitted with the materials. That index shall be permanently placed in the Personnel Action File and appropriately updated to reflect any material added to the file during the course of the evaluation cycle. Materials incorporated by reference in this manner shall be considered part of the Personnel Action File for the actions set forth in provision 15.12c of this Article. Indexed materials shall be returned to the faculty unit employee.

- 15.10 Deliberations pursuant to this Article shall be confidential.
- 15.11 Recommendations pursuant to this Article shall be confidential except that the affected faculty unit employee, appropriate administrators, the President, and the peer review committee members shall have access to written recommendations.
- 15.12
- a. Prior to the beginning of the review process, the faculty unit employee subject to review shall be responsible for the identification of materials he/she wishes to be considered and for the submission of such materials as may be accessible to him/her. Evaluating committees and administrators shall be responsible for identifying and providing materials relating to evaluation not provided by the employee
  - b. A specific deadline before the recommendation is made at the first level of evaluation shall be established by campus policy at which time the Personnel Action File is declared complete with respect to documentation of performance for the purpose of evaluation. Insertion of material after the date of this declaration must have the approval of a peer review committee designated by the campus and shall be limited to items that became accessible after this declaration. Material inserted in this fashion shall be returned to the initial evaluation committee for review, evaluation and comment before consideration at subsequent levels of review. If, during the review process, the absence of required evaluation documents is discovered, the Working Personnel Action File shall be returned to the level at which the requisite documentation should have been provided. Such materials shall be provided in a timely manner.
  - c. Personnel recommendations or decisions relating to retention, tenure, or promotion or any other personnel action shall be based on the Personnel Action File. Should the President make a personnel decision on any basis not directly related to the professional qualifications, work performance, or personal attributes of the individual faculty member in question, those reasons shall be reduced to writing and entered into the Personnel Action File and shall be immediately provided the faculty member. For the purposes of this section, course

assignments shall not be considered personnel actions. However, course assignments shall not be punitive in nature.

- d. A request for an external review of materials submitted by a faculty unit employee may be initiated at any level of review by any party to the review. Such a request shall document (1) the special circumstances which necessitate an outside reviewer, and (2) the nature of the materials needing the evaluation of an external reviewer. The request must be approved by the President with the concurrence of the faculty unit employee.

- 15.13 The periodic or performance review for individuals holding a joint appointment in more than one (1) academic department or equivalent unit shall be conducted by each department in which the individual holds an appointment or in accordance with campus procedures may be conducted by a committee with representation from each department in which the individual holds an appointment.

#### Process for Student Evaluations of Teaching

- 15.14 Written student questionnaire evaluations shall be required for all faculty unit employees who teach. A minimum of two (2) classes annually for each faculty unit employee shall have such written student evaluations. Student evaluations shall be conducted in classes representative of the faculty unit employee's teaching assignment. The results of these evaluations shall be placed in the faculty unit employee's Personnel Action File. Unless consultation with an academic unit has resulted in an agreement by the administration and faculty to evaluate all classes, the classes to be evaluated shall be jointly determined in consultation between the faculty unit employee being evaluated and his/her department chair. In the event of disagreement, each party shall select 50% of the total courses to be evaluated.
- 15.15 Students may, with the concurrence of the department and administrator, be provided an opportunity to consult with the department peer review committee.
- 15.16
  - a. Student evaluations collected as part of the regular student evaluation process shall be anonymous and identified only by course and/or section. The format of student evaluations shall be quantitative (e.g., "Scantron" form, etc.) or a combination of quantitative and qualitative (e.g., space provided on the quantitative form for student comments).

- b. Any student communications or evaluations provided outside of the regular evaluation process must be identified by name to be included in a Personnel or Personnel Action File.

15.17 A student evaluation program for Librarians may be developed at the campus level. If such a program is established, the evaluation process shall be developed by a committee comprised of faculty unit employees and administrators in the Library.

#### Periodic Evaluation

15.18 A periodic evaluation of a faculty unit employee shall normally be required for the following purposes:

- a. Evaluation of temporary faculty unit employees (see 15.21 – 15.24).
- b. Evaluation of probationary faculty unit employees who are not subject to a Performance Review (see 15.25 – 15.28).
- c. Evaluation of tenured faculty unit employees who are not subject to a Performance Review for promotion (see 15.29 – 15.31).

15.19 Periodic evaluation procedures shall be approved by the President after consideration of recommendations from the appropriate faculty committee(s). Such procedures shall, for tenure-track faculty unit employees who teach, include, but not be limited to, student evaluations of teaching performance, peer reviews and administrative reviews. Department chairs may make separate recommendations as a part of the periodic evaluation process. If such a separate recommendation is to be made the chair shall not participate as a member of the department peer committee.

15.20 The result of each stage of the periodic evaluation process shall be a written statement. Such statement with written rationale shall be placed in the Personnel Action File of the faculty unit employee in accordance with Article 11, Personnel Files.

#### Periodic Evaluation of Temporary Faculty Unit Employees

15.21 Full-time temporary faculty unit employees appointed for two or more semesters or three or more quarters, regardless of a break in service, must be evaluated in accordance with the periodic evaluation procedure. This evaluation shall include student evaluations of teaching performance for those with teaching duties, peer review by a committee of the department or equivalent unit, and evaluations by appropriate administrators. Evaluation of full-time temporary Coaching Faculty Unit Employees shall include an

opportunity for peer input and evaluation by appropriate administrators.

- 15.22 Part-time temporary faculty unit employees appointed for two (2) or more semesters or three (3) or more quarters, regardless of a break in service, shall be evaluated in accordance with the periodic evaluation procedure. Such evaluations shall include student evaluations of teaching performance for those with teaching duties, evaluations by appropriate administrators and/or department chair, and an opportunity for peer input from the department or equivalent unit. Evaluation of part-time temporary Coaching Faculty Unit Employees shall include an opportunity for peer input and evaluation by appropriate administrators.
- 15.23 A temporary faculty unit employee appointed for one (1) semester or two (2) quarters or less shall be evaluated at the discretion of the department chair, the appropriate administrator, or the department or equivalent unit. The employee may request that an evaluation be performed.
- 15.24 A written record of periodic evaluation shall be placed in the temporary faculty unit employee's Personnel Action File. The temporary faculty unit employee shall be provided a copy of the written record of the evaluation.

#### Periodic Evaluation of Probationary Faculty Unit Employees

- 15.25 If a probationary faculty unit employee is subject to a Performance Review as provided for in this Article, the Performance Review shall serve as the evaluation of the probationary faculty unit employee.
- 15.26 In an academic year or work year in which a probationary faculty unit employee is not subject to a Performance Review for retention, the probationary faculty unit employee shall be subject to periodic evaluation.
- 15.27 Periodic evaluations shall be conducted by the peer review committee of the department or equivalent unit, and the appropriate administrator. There shall be consideration of student evaluations of teaching performance, when teaching duties have been assigned and student evaluations are available.
- 15.28 A written record of a periodic evaluation shall be placed in the probationary faculty unit employee's Personnel Action File. A probationary faculty unit employee shall be provided a copy of the written record of the periodic evaluation.

### Periodic Evaluation of Tenured Faculty Unit Employees

- 15.29 For the purpose of maintaining and improving a tenured faculty unit employee's effectiveness, tenured faculty unit employees shall be subject to periodic performance evaluations at intervals of no greater than five (5) years. Such periodic evaluations shall be conducted by a peer review committee of the department or equivalent unit, and the appropriate administrator. For those with teaching responsibilities, consideration shall include student evaluations of teaching performance.
- 15.30 A tenured faculty unit employee shall be provided a copy of the peer committee report of his/her periodic evaluation. The peer review committee chair and the appropriate administrator shall meet with the tenured faculty unit employee to discuss his/her strengths and weaknesses along with suggestions, if any, for his/her improvement.
- 15.31 A copy of the peer committee's and the appropriate administrator's summary reports shall be placed in the tenured faculty unit employee's Personnel Action File.

### Performance Review

- 15.32 A Performance Review of a faculty unit employee shall normally be required for the following purposes:
- a. retention of a probationary faculty unit employee;
  - b. award of tenure; and
  - c. promotion.
- 15.33 A Performance Review shall consist of a minimum of the following reviews:
- a. evaluations of teaching performance, if the faculty unit employee teaches;
  - b. peer reviews; and
  - c. administrative reviews.
- 15.34
- a. Performance Review procedures shall be approved by the President after consideration of the recommendations of appropriate faculty committee(s).
  - b. Department chairs may make separate recommendations. Such recommendations shall be forwarded to subsequent

levels of review. If the chair makes a separate recommendation, he/she shall not participate as a member of the peer committee.

## Recommendation Process for Performance Review

### General Provisions

- 15.35 The probationary and tenured faculty unit employees of the department or equivalent unit shall elect a peer review committee of tenured full-time faculty unit employees for the purpose of reviewing and recommending faculty unit employees who are being considered for retention, award of tenure, and promotion. Probationary and tenured faculty unit employees shall elect tenured full-time faculty unit employees to serve on higher level peer review committee(s). When there are insufficient eligible members to serve on the peer committee, the department shall elect members from a related academic discipline(s).
- 15.36 A faculty unit employee shall not serve on more than one (1) committee level of peer review.
- 15.37 In promotion considerations, peer review committee members must have a higher rank/classification than those being considered for promotion. Faculty unit employees being considered for promotion are ineligible for service on promotion or tenure peer review committees.
- 15.38 Department and higher level peer review committee(s) may rank-order faculty unit employees recommended for promotion. The end result of a promotion ranking shall serve as a recommendation to the President.
- 15.39 Each peer review committee evaluation report and recommendation shall be approved by a simple majority of the membership of that committee.
- 15.40 The end product of each level of a Performance Review shall be a written recommendation. Such recommendation(s) shall be placed in the working Personnel Action File of the candidate.
- 15.41 If any stage of a Performance Review has not been completed within the specified period of time, the Performance Review(s) shall be automatically transferred to the next level of review or appropriate administrator and the faculty unit employee shall be so notified.
- 15.42 The President shall issue a decision regarding retention, award of tenure, or promotion. Such a decision shall be in writing and shall include the reasons for the decision. A copy of the decision shall be



provided to the affected faculty unit employee and all levels of review. A copy of the decision shall be placed in the faculty unit employee's Personnel Action File.

## ARTICLE 16

### NON-DISCRIMINATION

- 16.1 It is the policy of the CSU to prohibit discrimination against faculty unit employees on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, pregnancy, age, disability, or veteran's status.
- 16.2 There shall be a joint statewide committee of CFA representatives and administrators including the Senior Director, Employment Practices, for the purpose of gathering and exchanging information and discussing CFA concerns regarding faculty Affirmative Action programs and efforts to promote diversity in the CSU. The Committee may issue reports on the status of efforts to promote diversity in the CSU. The Committee may also make recommendations regarding efforts to facilitate the instruction of diverse student populations, which may be considered for future implementation.

## ARTICLE 17

### TEMPORARY SUSPENSION

- 17.1 When the President determines that there exists strong and compelling evidence, the President may temporarily suspend with pay a faculty unit employee for reasons related to (a) the safety of persons or property, (b) the disruption of programs and/or operations, or (c) investigation for formal notice of disciplinary action.
- 17.2 The President shall notify the faculty unit employee in writing of the immediate effect of a temporary suspension, and whether the temporary suspension is related to (a) the safety of persons or property, (b) the disruption of programs and/or operations, or (c) an investigation for formal notice of disciplinary action.
- 17.3 The President shall notify the CFA whenever a faculty unit employee has been temporarily suspended, provided that the suspended faculty unit employee first consents to such notification to the CFA. Such notification shall take place within seven (7) days of the date the faculty unit employee is notified.

- 17.4 The President may terminate or extend a temporary suspension and shall so notify the faculty unit employee.
- 17.5 Unless earlier terminated by the President, a temporary suspension, including any extension of a temporary suspension, shall automatically terminate upon the service of formal notice of disciplinary action or thirty (30) days after its commencement, whichever first occurs. The thirty (30) day period may be extended for a specific period of time by mutual agreement of the President and the employee.

## ARTICLE 18

### REPRIMANDS

- 18.1 A faculty unit employee may receive from an appropriate administrator an oral and/or written reprimand.
- 18.2 A faculty unit employee shall be provided with a copy of a written reprimand at least five (5) days prior to the possible placement of such a reprimand in the faculty unit employee's Personnel Action File.
- 18.3 A faculty unit employee may request, no later than fourteen (14) days after receipt of the written reprimand pursuant to provision 18.2 above, a conference with the appropriate administrator who issued the reprimand to discuss the reasons for reprimand. Such a request shall not be unreasonably denied. The faculty unit employee may be represented at such a conference by another faculty unit employee or a CFA representative.
- 18.4 The appropriate administrator may at any time retract a reprimand or modify a reprimand. The appropriate administrator shall notify the faculty unit employee of such retractions or modifications.
- 18.5 A written reprimand shall be placed in the official personnel file of the affected faculty unit employee and shall be subject to Article 11, Personnel Files.
- 18.6 The faculty unit employee shall have the right to attach a rebuttal to a written reprimand and/or request correction of the record pursuant to Article 11, Personnel Files.
- 18.7 Upon the faculty unit employee's request, and three (3) years from its effective date, a reprimand in the Personnel Action File shall be permanently removed. A statement verifying the permanent removal of the reprimand shall be provided the faculty unit employee.

Neither the request for such a removal nor the statement verifying the removal shall be placed in the official Personnel Action File. This provision shall not be implemented under the following conditions:

- a. a notice of disciplinary action has been served on a faculty unit employee and such a reprimand is related to the pending disciplinary action; or
- b. a subsequent reprimand(s) of a similar nature has been placed in the Personnel Action File within the three (3) year period.

## ARTICLE 19

### DISCIPLINARY ACTION PROCEDURE

#### Scope of Disciplinary Action

- 19.1 Sanctions imposed in a disciplinary action shall be limited to dismissal, demotion, or suspension without pay.
- 19.2 Disciplinary action shall not include denial of appointment, separation during a temporary appointment, rejection during probation, denial of tenure, denial of promotion, reappointment, reassignment, transfer, layoff, reprimand, temporary suspension with pay, or any other personnel action or recommendation or decision except those in provision 19.1 of this Article. Recommendations or decisions in the appointment, reappointment, probation, tenure, promotion, reassignment, transfer, layoff, reprimand, or temporary suspension processes are not disciplinary actions and are not subject to the disciplinary action procedures of this Agreement.

#### Informal Resolution Prior to Notice of Pending Disciplinary Action

- 19.3 Nothing contained in this Article shall be interpreted to preclude a voluntary attempt by the parties to informally resolve potential disciplinary actions, whenever possible, prior to the notice of pending disciplinary action. The parties agree that this attempt at informal resolution may not occur in cases that involve either the safety of campus persons or property, or the disruption of campus programs and/or operations. Such attempts at informal resolution shall not preclude the University from relying upon, at any future disciplinary proceeding, evidence gathered during the investigation of the alleged misconduct by the faculty unit employee.

#### Notice of Pending Dismissal, Demotion or Suspension Without Pay

- 19.4 The President shall initiate the disciplinary action process by written notice of pending disciplinary action served in person or served by certified mail return receipt requested to the affected faculty unit employee. The faculty unit employee shall be informed in this notice that the sanction specified in the notice shall be imposed unless, following review of the matter, the President notifies the faculty unit employee otherwise.
- 19.5 The notice of pending disciplinary action shall include:
- a. the cause(s) for disciplinary action;
  - b. the pending sanction;
  - c. the proposed effective date of the pending sanction;
  - d. the appropriate administrator designated by the President to review the matter;
  - e. the right of the faculty unit employee to appeal pending disciplinary action and to have the matter heard; and
  - f. a copy of this Article.

#### Acceptance of Disciplinary Action

- 19.6 The faculty unit employee may accept the pending disciplinary action at any time by filing a letter of acceptance of the disciplinary action with the President. An acceptance of disciplinary action shall result in the imposition of the pending sanction, but is not an admission by the faculty unit employee to the allegations of misconduct. Failure of a faculty unit employee to appeal a pending disciplinary action pursuant to this Article shall result in imposition of the pending sanction.

#### Review of Pending Disciplinary Action

- 19.7 Within ten (10) days of receipt of the notice of pending disciplinary action and at a time and place mutually acceptable to the affected faculty unit employee and the appropriate administrator, the faculty unit employee and a CFA representative, if any, may meet with the appropriate administrator designated by the President and his/her representative (if any) to review the notice, the reason(s), and the evidence. The faculty unit employee may respond orally or in writing. Such a written response (if any) shall be directed to the appropriate administrator within seven (7) days of the meeting or within fourteen (14) days of the notice of pending disciplinary action in the cases when no meeting takes place. A copy of such written

response may be provided to the President. The appropriate administrator designated by the President shall not have been directly involved in the initiation of the pending disciplinary action.

- 19.8 Based upon the review and the response, if any, of the affected faculty unit employee, the appropriate administrator shall issue a report to the President within five (5) days of the response of the affected faculty unit employee or within fifteen (15) days of the notice of pending disciplinary action in cases when no response is submitted. The President shall consider the report of the appropriate administrator.
- 19.9 Within five (5) days of receipt of the report, the President shall notify the affected faculty unit employee of his/her decision to rescind, modify, or affirm the pending disciplinary action. The effective date of such disciplinary action shall be included in this notification. Such an effective date shall be at least twelve (12) days from the date of this notification except as provided in provisions 19.12a and 19.12b. This notice shall be the notice issued by the CSU for purposes stated in Education Code Section 89538 and Section 89539. The time requirements of provisions 19.7 through 19.9 may be extended by mutual agreement between the faculty unit employee and the CSU.

#### Disciplinary Action Appeal Process

- 19.10 A faculty unit employee may appeal a pending disciplinary action by selecting one of the two following appeal options:
- a. Within ten (10) days of receipt of the notification pursuant to provision 19.9 above, a faculty unit employee may file a written notice of appeal with the President in accordance with the Disciplinary Action Arbitration Procedure, provisions 19.13 - 19.22 below. Such a notice of appeal shall include the name and title of the CFA representative. Such notice shall be accompanied by a detailed statement of the disputed facts and defenses to the allegation of misconduct.
  - b. Within ten (10) days of receipt of the notification pursuant to provision 19.9 above, a faculty unit employee may file a written notice of appeal with the President indicating an intent to request a hearing of the matter by the State Personnel Board as provided in Section 89539 of the Education Code. Such notice shall be accompanied by a detailed statement of the disputed facts and defenses to the allegation of misconduct. A request for a hearing by the State Personnel Board must be filed with the State Personnel Board within twenty (20) days of receipt of the notification pursuant to provision 19.9 above.

- 19.11 Filing the notice of one (1) of the two (2) disciplinary action appeal options pursuant to provision 19.10 above shall constitute a final and binding decision by the affected faculty unit employee.

#### Imposition of Sanction

- 19.12 a. If, pursuant to provision 19.10a, the affected faculty unit employee notifies the President of an appeal involving the sanction of suspension without pay for thirty (30) days or less, the CFA and the CSU may agree that the sanction shall be held in abeyance pending a final arbitration award and its implementation.
- b. If, pursuant to provision 19.10a, the affected faculty unit employee notifies the President of an appeal involving the sanction of suspension without pay for more than thirty (30) days, demotion, or dismissal, the CSU shall hold the sanction in abeyance pending a final arbitration award and its implementation.

#### Disciplinary Action Arbitration Procedure

- 19.13 No later than ten (10) days after the decision to submit the pending disciplinary action to disciplinary action arbitration, CFA and the Office of the Chancellor shall agree on a mutually acceptable arbitrator or shall jointly request the American Arbitration Association to supply a list of arbitrators pursuant to its rule.
- 19.14 Upon receipt of the names of proposed arbitrators, the parties shall alternately strike names from the list until one (1) person is ultimately designated as the arbitrator. The decision as to which party strikes first shall be determined by lot. Any appeal of a disciplinary action shall be considered withdrawn if the parties have not, within twelve (12) months after the CFA has submitted the pending disciplinary action to arbitration, agreed upon a date and scheduled the case for hearing with the arbitrator assigned to the case. This provision shall be extended for an additional thirty (30) days at a time, in cases where the Union has agreed to dates proposed by an arbitrator which are unacceptable to the CSU.
- 19.15 It shall be the function of the arbitrator to determine whether cause for disciplinary action existed and to affirm, modify, or deny the sanction or pending sanction.
- 19.16 Within ten (10) days from the date the hearing is closed, the arbitrator shall issue to the parties a written award stating the decision on the issue(s) submitted. Copies of the award shall be provided to the parties. The award shall be final and binding on the parties.

- 19.17 The arbitrator shall provide a complete written decision setting forth his/her findings, reasons, and conclusions on the issue(s) submitted no later than thirty (30) days after the award is issued. Copies of the complete decision shall be provided to the parties.
- 19.18 The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except when the specific language of this Agreement is in conflict, in which case the specific language of the Agreement shall apply.
- 19.19 The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing and upon any post-hearing briefs by the parties.
- 19.20 The arbitrator shall have no power to alter, add to, detract from, or amend the provisions of this Agreement. The arbitrator shall be without power to make an award which requires the commission of an act prohibited by law, or an omission of an act required by law, or which is violative of the specific terms and conditions of this Agreement.
- 19.21 The award of the arbitrator may include back pay provided, however, that any back pay award shall be less the difference of any unemployment compensation received.
- 19.22 Each party shall bear the expenses of preparing and presenting its own case. The affected faculty unit employee, the CFA representative, if any, and witnesses who are CSU employees called before the arbitrator shall be provided with release time for the official hearing. The cost for the services of the arbitrator shall be borne by the CSU.

#### Pre-Sanction Suspension

- 19.23 When the President determines it is in the best interests of the campus, he/she may suspend with pay a faculty unit employee who has been served with a Notice of Pending Dismissal, Demotion, Suspension Without Pay pursuant to provision 19.4 of this Article. Such a suspension may continue until imposition of sanction or a final award pursuant to this Article or pursuant to Education Code 89539.
- 19.24 The affected faculty unit employee shall be notified in writing of such a suspension with pay. The President may terminate such a suspension at any time. The affected faculty unit employee shall be notified in writing of such a termination.

## Pre-Sanction Reassignment

- 19.25 When the President determines it is in the best interests of the campus, he/she may reassign a faculty unit employee who has been served with a Notice of Dismissal, Demotion, Suspension Without Pay pursuant to provision 19.4 of this Article. Such a reassignment shall be without a change in salary. Such a reassignment may continue until imposition of sanction or a final award pursuant to this Article or pursuant to Education Code 89539. The affected faculty unit employee shall receive written notification of reassignment and a written notification of termination of reassignment, when appropriate. Such a reassignment shall not be considered a punitive reassignment.

## ARTICLE 20

### WORKLOAD

#### Instructional Faculty: Professional Responsibilities

- 20.1
- a. The primary professional responsibilities of instructional faculty members are: teaching, research, scholarship, creative activity, and service to the University, profession and to the community.
  - b. Faculty members have additional professional responsibilities such as: advising students, participation in campus and systemwide committees, maintaining office hours, working collaboratively and productively with colleagues, and participation in traditional academic functions.
  - c. The performance of instructional responsibilities extends beyond duties in the classroom and includes such activities as: preparation for class, evaluation of student performance, syllabus preparation and revision, and review of current literature and research in the subject area, including instructional methodology. Research, scholarship and creative activity in the faculty member's field of expertise are essential to effective teaching. Mentoring students and colleagues is another responsibility that faculty members are frequently expected to perform.
  - d. The professional responsibilities of faculty members include research, scholarship and creative activity which contribute to their currency, and the contributions made within the classroom and to their professions. The professional responsibilities of faculty members are fulfilled by participation in conferences and seminars, through academic leaves and sabbaticals that provide



additional opportunities for scholarship and preparation, and through a variety of other professional development activities.

- e. The parties understand that instructional faculty members may not normally participate in all activities identified in this Article during each academic term or year.

20.2

- a. The composition of professional duties and responsibilities of individual faculty cannot be restricted to fixed amount of time, and will be determined by the appropriate administrator after consultation with the department and/or the individual faculty member.
- b. The instructional assignments of individual faculty members in the classroom, laboratory, or studio, will be determined by the appropriate administrator after consultation with the department chair or designee and/or the individual faculty member. The department or other appropriate unit's overall instructional or course assignments shall be consistent with department and student needs.
- c. The scheduling of academic leaves, sabbaticals, and other professional responsibilities will be determined by the appropriate administrator after consultation with the department chair or designee and/or the individual faculty member and shall be consistent with campus policies on such matters.
- d. The parties agree to continue the current practice regarding the calculation of Weighted Teaching Units for the purpose of determining timebase for both appointment and benefits eligibility.

20.3

- a. Members of the bargaining unit shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable workload or schedule.
- b. In the assignment of workload, consideration shall be given at least to the following factors: graduate instruction, activity classes, laboratory courses, supervision, distance learning, sports, and directed study. Consideration for adjustments in workload shall be given to at least the following: preparation for substantive changes in instructional methods, research, student teacher supervision, thesis supervision, supervision of fieldwork, and service on a University committee.
- c. In determining what is "excessive" or "unreasonable" under this section, the items listed under 20.3b, above, as well as the number of students seeking to take courses in the academic area,

the distribution of student enrollment, the level of support provided the program, and the effects of the introduction of new instructional technologies, and the prior practices of the University shall be among the primary elements to be considered. The parties agree that consideration of the prior practices of the University shall include the calculation of Weighted Teaching Units in prior years.

#### Work Year

20.4 The work year of an academic year employee shall not exceed one hundred eighty (180) workdays or days in lieu thereof. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred eighty (180) days. The campus academic calendar shall establish workdays of academic year employees.

#### 20.5 Ten (10) Month Work Year

The work year of a full-time ten (10) month employee shall be the number of fiscal year workdays within the assigned ten (10) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned ten (10) months. The appropriate administrator shall determine the ten (10) months of an employee's work schedule.

#### 20.6 Twelve (12) Month Work Year

The work year of a full-time twelve (12) month employee shall be the number of fiscal year workdays within the assigned twelve (12) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned twelve (12) months.

#### Work Hours – Casual Employment

20.7 Casual employment employees may be assigned on an hourly or a per job basis.

#### Substitute Assignments

20.8 A faculty employee who is assigned temporary substitute duty of a short duration, which shall normally be up to twenty (20) days, shall be compensated at the faculty substitute rate. Temporary substitute assignments of a longer duration, which shall normally be greater than twenty (20) days, shall be compensated by an appropriate workload reduction as soon as practicable or, if the employee is not employed in the next academic term, the employee shall be appropriately compensated upon separation for the class hours

taught. For compelling reasons, a faculty employee may decline such an assignment. Nothing in this provision shall preclude faculty employees from making informal voluntary substitute arrangements of short duration with a University colleague, subject to the approval of the department chair.

#### Librarian Employees: Assignment of Responsibility

20.9 The assignment of a librarian employee may include, but shall not be limited to, library services, reference services, circulation services, technical services, on-line reference services, teaching in library subject matter, service on systemwide and campus committees and task forces, and activities that foster professional growth, including creative activity and research. The nature of such assignments shall correlate closely with activities expected of librarian employees to qualify for retention, tenure, and promotion and, following tenure, activities expected of librarian employees in order to maintain their role as contributing members of the bargaining unit. Such assignments shall be made by the appropriate administrator after consultation with the librarian employee.

20.10 A librarian employee may be assigned by the appropriate administrator to serve at off-campus locations. Prior to making such an assignment, agreement of the librarian employee shall be sought. A librarian employee shall be reimbursed for approved expenses incurred by such assignment at off-campus locations.

Assignments/schedules may be adjusted when such assignment to an off-campus location requires travel time greater than the travel time from the employee's home to the main campus.

#### Counselor Faculty Unit Employees: Assignment of Responsibility

20.11 The assignment of a CFUE may include but shall not be limited to individual counseling, group counseling, consultation and referral, intern training and supervision, teaching, service on systemwide and campus committees and task forces, and activities that foster professional growth including creative activity and research. The nature of such assignments shall correlate closely with activities expected of CFUE's in order to qualify for retention, tenure/permanency, and promotion, and after tenure/permanency, activities expected of counselor employees in order to maintain their roles as contributing members of the campus community. Such assignments shall be made by the appropriate administrator after consultation with the CFUE.

## Librarian and Counselor Assignments and Schedules

- 20.12 At the request of a counselor or librarian employee, the appropriate administrator shall discuss present assignments and future assignments with the counselor or librarian employees. Assignments pursuant to this Article shall be made by the appropriate administrator.
- 20.13 The affected librarian or counselor employee may request a particular work schedule. All such schedules shall be subject to approval by the appropriate administrator.
- 20.14 A librarian or counselor employee shall normally be required to be on campus on his/her workdays as defined by his/her work year.
- 20.15 The Assignment/Schedule of a full-time librarian or counselor employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time librarian or counselor employee.
- 20.16 A librarian employee employed on a twelve (12) month basis in a fiscal year may elect to be employed for one or more fiscal years on a ten (10) month basis. A librarian employee shall provide written notice to the appropriate administrator at least six (6) months prior to the proposed effective date of the 10/12 work plan.
- 20.17 A librarian employee may elect the 10/12 work plan for one (1) or more fiscal years. Once a librarian employee has filed a notice of election and been approved to participate in the 10/12 work plan for more than one (1) fiscal year, an alteration of one (1) or more fiscal years from those originally chosen shall be subject to approval by the President.
- 20.18 A 10/12 work plan yearly schedule shall provide that the appropriate periods of time in work status and non-work status shall be scheduled within one (1) fiscal year.
- 20.19 During an initial year of employment, a yearly schedule for a librarian employee in the 10/12 work plan program shall normally be ten (10) consecutive pay periods in work status followed by two (2) consecutive pay periods in non-work status. In subsequent years, the two (2) months in non-work status need not follow the ten (10) months in work status.
- 20.20 At the time of election and approval to participate in the 10/12 work plan, the librarian employee shall identify the two (2) months in non-work status. The appropriate administrator shall approve the two (2) month period unless it is determined by the appropriate administrator that library operations will be impaired. Should this

occur, the appropriate administrator shall designate at least two (2) alternate two (2) month periods from which the librarian employee will choose one (1).

- 20.21 A librarian employee participating in the 10/12 work plan shall receive his/her ten (10) month annual salary in twelve (12) equal salary payments and appropriate benefits on a twelve (12) month basis.
- 20.22 A librarian employee moving from a twelve (12) month status to the 10/12 work plan shall retain his/her salary anniversary date.
- 20.23 A librarian employee on the 10/12 work plan shall accrue sick leave, vacation, and seniority credit during the full twelve (12) month period.
- 20.24 Ten (10) months of service by a librarian employee in the 10/12 work plan shall constitute one (1) year of service for employment status matters, merit salary adjustment, and retirement.

Coaching Employees: Assignment of Responsibility

- 20.25 The assignments of a coaching employee may include, but shall not be limited to, coaching and related duties, service on appropriate systemwide and campus committees and task forces, public services, teaching responsibilities and student advising.
- 20.26 By virtue of the nature of coaching service, the assignments, location of assignments, and schedules of assignments may vary. Such assignments shall be made by the appropriate administrator. A coaching employee shall be reimbursed for approved expenses incurred by assignments at off-campus locations.

Coaching Employees Assignments and Schedules

- 20.27 At the request of the coaching employee, the appropriate administrator shall discuss assignment and future assignments with the coaching employee. Assignments pursuant to this Article shall be made by the appropriate administrator.
- 20.28 The coaching employee may request a particular schedule within the confines of program requirements. All schedules shall be subject to approval of the appropriate administrator.

Coaching Employees Work Hours

- 20.29 The work hours of a full-time coaching employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time coaching employee.

### Department Chair Assignments

- 20.30 Department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment.
- 20.31 Such department chairs shall perform duties and carry out responsibilities assigned by the President.
- 20.32 Such department chairs shall be appointed by the President and shall serve at the pleasure of the President.

## ARTICLE 21

### SUMMER SESSION

- 21.1 Provisions of this Article shall apply to faculty unit employees in classification 2357, Instructional Faculty – Summer Session. Accepting a summer session appointment shall not in any way diminish a faculty unit employee's rights under this Agreement.
- 21.2 The terms and provisions of this Agreement shall not apply to employees who become faculty unit employees solely by appointment to classification 2357 except as provided for in this Article and as specifically referenced by provision number in this Article.
- 21.3 Appointment of a faculty unit employee to classification 2357 shall be made by the President. The faculty unit employee shall maintain the academic or librarian rank prevailing during the immediate past academic year. Acceptance of an appointment and course assignment includes an agreement by the employee to meet the class on the first day regardless of enrollment.
- 21.4 A summer session appointment is a temporary appointment for a specific period of time.
- 21.5 The official notification to a faculty unit employee of a summer session appointment shall include the beginning and ending dates of appointment, time base, salary, the requirement to meet the first class, and other conditions of appointment. The faculty unit employee's appointment may provide for participation in the student evaluation process.

### Assignment of Responsibility

- 21.6 The responsibilities of a faculty unit employee assigned to classification 2357 may include teaching, office hours, and other responsibilities accepted.

### Salary

- 21.7 The salary of a faculty unit employee appointed for summer and special sessions shall be determined by the President at a rate equal to or above that shown in Appendix C. Such rate shall be adjusted annually by any increase adjustments in the general faculty salary scale in the preceding academic year. If the course to which a faculty unit employee has been assigned does not meet minimum enrollment as indicated in the salary schedule, the faculty unit employee may receive a reduced salary in accordance with Appendix C.
- 21.8 A faculty unit employee shall accept the reduced salary or withdraw from the appointment. The faculty unit employee shall receive no compensation for an under-enrolled class from which he/she withdraws.
- 21.9 The class may be canceled by the President. If the class is not canceled prior to the second class meeting, the faculty unit employee shall be compensated at the full or reduced salary pursuant to 21.7 of this Article for the entire appointment. If the class is canceled prior to the second meeting, the faculty unit employee shall not be compensated.

## ARTICLE 22

### LEAVES OF ABSENCE WITHOUT PAY

- 22.1 A full-time faculty unit employee or less than full-time tenured faculty unit employee shall be eligible for a leave of absence without pay in accordance with this Article. A less than full-time temporary faculty unit employee may also be granted a leave of absence of a short duration, not to exceed one semester or one quarter.
- 22.2 A temporary faculty employee who is granted a leave under this provision shall maintain any rights under provisions 12.3, 12.7, 12.8, and 12.9 in the same manner as if that employee had taught his or her scheduled courses rather than taking a leave. Faculty who replace the temporary faculty member during the leave period will not accrue rights under provisions 12.3, 12.7, 12.8, and 12.9 for work performed as a replacement for the temporary faculty employee on leave.

- 22.3 An eligible faculty unit employee may be granted a leave of absence without pay for a specific purpose and length of time, such as one (1) quarter, two (2) quarters, one (1) semester, or one (1) year. Leaves of absence without pay may be granted for up to two (2) years. An extension of such leave may be granted for up to one (1) year at a time.
- 22.4 A written application for a leave of absence without pay or an extension of a leave of absence without pay shall be submitted to the appropriate administrator. The eligible faculty unit employee shall receive a written response regarding granting or denial of the leave. If a professional leave is granted, the response shall include the reason(s) for granting the leave and any conditions of such a leave. If a professional leave is denied, the response shall include the reason(s) for the denial.
- 22.5 A faculty unit employee on a leave of absence without pay for more than fifteen (15) working days may opt to continue his/her health and dental benefits at his/her own expense. An employee on a leave of absence without pay for fifteen (15) working days or less shall receive health and dental benefits as provided by the CSU in the same manner as when the employee was on pay status provided that if the employees' paycheck, for any reason, should at any time be insufficient to cover payroll deductions necessary for a choice of health and dental insurance with premiums above the CSU contribution, the employee shall be responsible for direct payment of the total premium (including CSU share) amount to the carrier in accordance with the existing PERS procedure for direct payment.
- 22.6 A faculty unit employee who is on a leave of absence without pay shall not return to active pay status prior to the expiration of such a leave without written approval of the President.
- 22.7 A faculty unit employee on a leave of absence without pay shall notify the appropriate administrator no later than April 1 of his/her intention to return to duty at the beginning of the academic year or no later than October 1 of his/her intention to return to duty at the beginning of the spring term or winter quarter.

#### Personal Leaves of Absence Without Pay

- 22.8 Personal leaves of absence without pay may be granted by the President. A personal leave of absence without pay may be for purposes of unpaid sick leave, outside employment, maternity/paternity, family care leave, or other purposes of a personal nature. Faculty unit employees on a personal leave without pay shall not accrue service credit toward probation, sabbatical eligibility, difference in pay eligibility, service salary increase



eligibility, or seniority except as provided in provisions 22.22 and 22.23 of this Article.

- 22.9 Family care and medical leave shall refer to a leave for reason of the birth of a child of the employee, the placement of a child with an employee in connection with the adoption or foster care of the child by the employee, to care for a child, parent or spouse of the employee who has a serious health condition, or for the employee's own serious health condition. Family care leave shall be pursuant to provisions 22.13 through 22.23 of this Article.
- 22.10 Maternity/paternity leave shall refer to a leave for the purpose of a parent preparing for the arrival of a new infant and the care of a new infant. A maternity/paternity leave shall not constitute a break in service.
- 22.11 A tenured faculty unit employee shall be entitled to a maternity/paternity leave without pay for up to twelve (12) months, subject to the conditions of provision 22.19 of this Article. This leave shall satisfy the family care leave requirements of tenured faculty unit employees for reason of the birth of a child of the employee, the placement of a infant child with an employee in connection with the adoption or foster care of the child by the employee, or to care for an infant child who has a serious health condition. Upon request of the employee, the President may grant an extension of maternity/paternity leave.
- 22.12 The President shall determine whether a personal leave of absence without pay constitutes a break in service, except for such leaves granted pursuant to provisions 22.9, 22.10 and 22.11 of this Article. The President shall inform the faculty unit employee of his/her determination at the time the leave is granted.
- 22.13 An employee who has at least twelve (12) months or two (2) semesters or three (3) quarters of service is entitled to a family care or medical leave without pay.
- 22.14 Eligible employees may take up to a total of twelve (12) weeks of family care or medical leave in a twelve (12) month period, including any periods of absence with pay for family leave purposes.
- 22.15 For family leave taken for reason of the birth, adoption or foster care of a child by an employee, any leave taken shall be initiated within one (1) year of the birth of a child or placement of a child with the employee in the case of adoption or foster care.
- 22.16 Before granting a family leave for the serious health condition of a child, parent or spouse, the President may require certification of the serious health condition from the health care provider.

- 22.17 Upon expiration of the period which the health care provider originally estimated that the employee needed to care for the child, parent or spouse, the President may require the employee to obtain re-certification if additional leave is requested.
- 22.18 An employee may use accrued sick leave during the period of family leave upon mutual agreement between the employee and appropriate administrator, and the use of such sick leave during the period of family leave shall not be limited to forty (40) hours as required in provision 24.12 of the Agreement. The use of sick leave shall be in accordance with the appropriate provisions of Article 24 of this Agreement.
- 22.19 Family care or medical leave is separate and distinct from the right of a female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may request up to twelve (12) additional weeks of family care or medical leave for reason of the birth of her child, or due to her own serious medical condition. Any combination of family care or medical leave and pregnancy disability leave shall run concurrently with the period of maternity/paternity leave available to a tenured employee pursuant to provision 22.11 of this Article.
- 22.20 An employee shall provide the President with reasonable written notice of the need for family leave as soon as the event necessitating the leave becomes known to the employee. In general, as much advance notice as possible will be provided. In cases of emergency, when no advance notice is possible, written notice of the need for leave shall be provided within five (5) working days of learning of the need for the leave.
- 22.21 If the employee's need for family leave is foreseeable due to the planned medical treatment or planned supervision of a child, parent or spouse with a serious health condition, the employee shall provide the President with not less than fourteen (14) days notice of the need for the leave. The employee shall consult with the appropriate administrator regarding the scheduling of the treatment or supervision so as to minimize disruption of the operations of the University.
- 22.22 The granting of a family care or medical leave assures to the employee a right to return to his/her former position or a comparable position upon expiration of the family leave. If the former position and any comparable position has ceased to exist due to legitimate business reasons unrelated to the leave, the University shall make reasonable accommodation by alternative means only if such

alternative means would not cause an undue hardship on the campus. Such alternative means shall include, but not be limited to, offering the employee any other position which is available and for which the employee is qualified. The University is not required, however, to create additional employment which would otherwise not be created, discharge or layoff another employee, transfer another employee, or promote another employee who is not qualified to perform the job. The family care or medical leave shall not constitute a break in service for the purposes of length of service and/or seniority under this Agreement.

- 22.23 An employee on family care or medical leave shall retain employee status and shall continue to accrue seniority points pursuant to provision 38.23 of the Agreement during the period of the family care or medical leave. During a family care or medical leave an employee may continue to participate in benefits to the same extent and under the same conditions as would apply to any other personal leave of absence without pay pursuant to the Agreement. However, if any paid portion of the family care or medical leave is less than 12 weeks, upon request of the employee to continue coverage, the CSU shall continue to make employer contributions toward health, dental and vision coverage for the unpaid remainder of the twelve (12) week period. If an employee fails to return at the end of the family care or medical leave, the CSU may require repayment of insurance premiums paid during the unpaid portion of the leave. The CSU shall not require repayment of premiums if the employee's failure to return is due to his/her serious health condition or due to circumstances beyond the employee's control.

#### Professional Leaves of Absence Without Pay

- 22.24 Professional leaves of absence without pay may be requested by an employee and may be granted by the President. A professional leave of absence without pay may be for purposes of research, advanced study, professional development, or other purposes of benefit to the campus. Such leaves shall be considered totally voluntary, and for the purpose of workers compensation, the time involved shall not be considered time worked.
- 22.25 A faculty unit employee on a leave of absence without pay for professional purposes shall, when otherwise eligible, accrue service credit toward probation, sabbatical eligibility, difference in pay eligibility, service salary increase eligibility and seniority. Such accrual of service credit toward sabbatical eligibility and difference in pay eligibility shall be for a maximum of one (1) year per sabbatical eligibility period. Such accrual of service credit toward probation shall be for a maximum of one (1) year. Such accrual of service credit toward service salary increase eligibility shall be for a maximum of one (1) year per professional leave of absence without pay and

extensions thereof. Such accrual of service credit shall be forfeited whenever the President has determined the conditions of the leave were not met.

- 22.26 An eligible faculty unit employee applying for a leave of absence without pay for professional purposes shall provide a copy of his/her application to the affected department. In a timely manner, the department shall submit to the appropriate administrator and the faculty unit employee its recommendation regarding such a leave application. The department shall also receive a copy of the President's response regarding the leave application.
- 22.27 The leave of absence of a temporary faculty unit employee eligible for such leave pursuant to this Article shall terminate upon the expiration of that employee's temporary appointment.

## ARTICLE 23

### LEAVES OF ABSENCE WITH PAY

#### Paid Bereavement Leave

- 23.1 Upon request to the President, a faculty unit employee shall be granted a two (2) day leave of absence with pay for each death in the immediate family. Upon request to the President, the faculty unit employee shall be granted three (3) consecutive days leave of absence with pay if the death in the immediate family requires that a faculty unit employee travel over five hundred (500) miles from his/her home.
- 23.2 A leave granted in accordance with provision 23.1 may be supplemented in accordance with bereavement provisions of Article 24, Sick Leave, provisions 24.9e, 24.10, and 24.11.
- 23.3 The term "immediate family" shall refer to close relatives or persons residing in the immediate household of the faculty unit employee, except domestic employees or roomers. The term "close relative" shall only mean a spouse and the faculty unit employee's or his/her spouse's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, or step child/parent.

#### Paid Maternity/Paternity Leave

- 23.4 A bargaining unit employee shall be entitled to maternity/paternity leave for the reasons specified in provision 22.10 of this Agreement. Bargaining unit employees shall be entitled to a maximum of twenty

(20) days of such paid leave, which shall commence with the arrival of a new child. Such leave shall be charged only for workdays in such a period of time and may be used for reason of the birth of a child of the employee or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee.

- 23.5 A paid maternity leave granted in accordance with provision 23.4 above runs concurrently with other maternity/paternity, pregnancy disability and/or family care and medical leave provisions of Article 22, Leaves of Absence Without Pay, and may be supplemented in accordance with the provisions of Article 24, Sick Leave, of this Agreement. Normally, ten (10) days of earned sick leave may be charged. A physician's verification of disability shall be required for the use of earned sick leave pursuant to this provision in excess of ten (10) days.

#### Jury Duty Leave

- 23.6 A faculty unit employee who serves on jury duty shall receive his/her regular salary only if he/she remits the amount received for such duty to the CSU. Payment for travel expenses and subsistence received by the employee need not be remitted. If the employee elects to retain the jury duty fees, his/her time off for jury duty is not compensable. The employee may elect to use vacation or CTO to cover the time off.
- 23.7 An hourly faculty unit employee shall be eligible for time off with pay for jury duty only for those hours he/she was scheduled to work.
- 23.8 A faculty unit employee, upon receipt of initial notification for jury duty, shall promptly notify the appropriate administrator.
- 23.9 The faculty unit employee shall notify in writing the appropriate administrator prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the faculty unit employee when requested by the appropriate administrator.

#### Leave to Vote

- 23.10 A faculty unit employee who would otherwise be unable to vote outside of his/her regular working hours may be granted up to two (2) hours of worktime without loss of pay to vote at a general, direct primary, or presidential primary election.
- 23.11 A faculty unit employee shall be required to request such leave time from the appropriate administrator at least two (2) working days prior to the election.

### Absence as a Witness

- 23.12 A faculty unit employee serving as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall seek the payment of witness fees. Whenever possible, a faculty unit employee shall confer with the attorney requesting his/her appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 23.13 A faculty unit employee who is absent as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the faculty unit employee does not remit such fees, an amount equal to the fees shall be deducted from the faculty unit employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.
- 23.14 A faculty unit employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the faculty unit employee while on leave. If the faculty unit employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.
- 23.15 A faculty unit employee serving as a court-subpoenaed witness on a holiday or while on vacation or on CTO shall serve on his/her own time.
- 23.16 A faculty unit employee who is serving as a witness under subpoena at governmental administrative hearings to which the CSU is a party shall be provided with release time for appearance at the hearing.
- 23.17 A faculty unit employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on his/her own time. The faculty unit employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.

### Emergency Leave

- 23.18 An emergency leave with pay may be granted to a faculty unit employee by the President in the event of a natural catastrophe or an emergency situation that places the health or safety of the faculty unit employee in jeopardy. Such leaves shall normally be of short duration.

## Military Leave

- 23.19 Emergency military leave, temporary military leave, and indefinite military leave shall be granted to eligible employees in accordance with state and federal law.

## ARTICLE 24

### SICK LEAVE

- 24.1 Following completion of one (1) academic qualifying pay period or one (1) qualifying pay period, a full-time faculty unit employee shall accrue eight (8) hours of credit for sick leave with pay. Thereafter, for each additional academic qualifying pay period or qualifying pay period, eight (8) hours of credit for sick leave with pay shall be accrued.
- 24.2 Faculty unit employees who are appointed less than full-time shall accrue credit for sick leave with pay on a pro rata basis.
- 24.3 Sick leave may be accumulated without limit. No additional sick leave with pay beyond that accumulated shall be granted.
- 24.4 Upon request, a faculty unit employee who returns to CSU employment within ten (10) months following the date of separation shall be credited by the campus with his/her sick leave balance at the time of separation from previous CSU employment. If the faculty unit employee is appointed to a classification in which sick leave is not accrued, this provision shall not apply.
- 24.5 A faculty unit employee shall be responsible for immediately reporting an absence to the appropriate administrator.
- 24.6 A faculty unit employee shall be responsible for promptly completing and signing the campus absence form and returning the absence form to the appropriate administrator.
- 24.7 A faculty unit employee may be required to provide a physician's statement or other appropriate verification for absences after three (3) consecutive days charged to sick leave. A faculty unit employee shall not normally be required to provide such a statement or verification for an absence of three (3) consecutive days or less charged to sick leave.
- 24.8 Under no circumstances may a faculty unit employee be granted sick leave for days during layoff periods, during a leave of absence

without pay or during an officially scheduled campus closure, unless the faculty unit employee is officially scheduled to work during such a closure.

Absences for Which Sick Leave May Be Charged

- 24.9 The use of sick leave may be authorized by the President only when a faculty unit employee is absent because of:
- a. illness or injury, or disability related to pregnancy or childbirth;
  - b. exposure to contagious disease;
  - c. dental, eye, or other physical or medical examinations or treatments by licensed practitioners;
  - d. illness or injury in the immediate family;
  - e. death of a person in the immediate family, or
  - f. an extension of the maternity/paternity leave benefit pursuant to provision 23.5 of the Agreement.
- 24.10 The term "immediate family" shall refer to close relatives or persons residing in the immediate household of the faculty unit employee, except domestic employees or roomers.
- 24.11 The President may authorize up to forty (40) hours of accrued sick leave credits for each death in the immediate family.
- 24.12 Sick leave for family care is primarily for emergency situations. Up to forty (40) hours of accrued sick leave credit may be used for family care during any one (1) calendar year.
- 24.13 An employee may use accrued sick leave upon mutual agreement between the employee and appropriate administrator during the period of family leave provided in Article 22, Leaves of Absence without Pay. The use of such sick leave during this period of family leave shall not be limited to forty (40) hours as required in provision 24.12 above.
- 24.14 A full-time faculty unit employee shall be charged eight (8) hours sick leave for each day he/she was not available to work due to an absence chargeable to sick leave. Sick leave shall be charged for each day, exclusive of days on which the campus is closed, from the onset of such an absence until the employee resumes attendance at the campus or until the employee notifies the appropriate administrator he/she is available to resume work. A faculty unit employee shall not



be considered to work more than five (5) days in a seven (7) day period for the purpose of charging sick leave.

- 24.15 The President may authorize up to sixty (60) days of unpaid sick leave or the use of vacation for a faculty unit employee who has exhausted his/her accumulated sick leave.
- 24.16 The President may, when he/she determines a critical need exists, authorize unpaid sick leave in excess of sixty (60) days.
- 24.17 If the President determines that a faculty unit employee is unable to carry out his/her duties due to medical incapacity, the President may authorize directed sick leave.

#### Supplement to Industrial Disability Leave

- 24.18 Upon written notification to CSU by an eligible faculty unit employee, the faculty unit employee may elect to supplement Industrial Disability Leave (IDL) payments with charges to his/her accrued sick leave. Such a notice shall be no later than fifteen (15) days after the report of the injury.
- 24.19 Such supplementation shall continue until the faculty unit employee has exhausted his/her accrued sick leave or until the faculty unit employee provides to the CSU written notification he/she wishes to discontinue supplementation.
- 24.20 Such a supplement to IDL payments shall not result in the faculty unit employee receiving a payment in excess of his/her regular salary or wage.
- 24.21 All payments received by a faculty unit employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

#### Catastrophic Leave Donation Program

- 24.22 Any CSU employee who accrues vacation or sick leave credits may voluntarily donate either of those credits to any other CSU employee on the same campus, if the recipient employee has exhausted all accrued leave credits, i.e., sick leave, vacation, and CTO, due to a catastrophic illness or injury. Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. The following provisions shall apply:
  - a. An employee, his/her representative or the employee's family member must request the employee's participation and provide appropriate verification of illness or injury as determined by the campus president. The president shall then determine the

employee's eligibility to receive donations based upon the definition provided above.

- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. Employee may donate a maximum of sixteen (16) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- d. Donated leave credits may be used to supplement Industrial Disability Leave, Non-Industrial Disability Leave or Temporary Disability payments from the State Compensation Insurance Fund upon the application for these benefit(s) by an eligible employee. The total amount of leave credits donated and used may not exceed an amount sufficient to ensure the continuance of the employee's regular monthly rate of compensation.
- e. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for three calendar months calculated from the first day of catastrophic leave. The president may approve an additional three-month period in exceptional cases. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- f. For employees whose appointments have not been renewed, donated time may not be used beyond the employee's appointment expiration date in effect at the beginning of the disability.
- g. Only vacation and sick leave credits may be donated.
- h. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- i. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- j. Catastrophic illness or injury may also include an incapacitated member of the employee's immediate family if this results in the employee being required to take time off for an extended period of time in order to care for the family member and the employee has exhausted both all of his/her accrued vacation credits and all of his/her accrued sick leave credits which may be used for family care in accordance with the appropriate collective bargaining Agreement. Only donated vacation credits may be

used for such family care catastrophic leave. Immediate family members shall be defined in accordance with the definition contained in the sick leave provisions of the collective bargaining Agreement covering the recipient employee.

- k. The provisions of this Agreement shall be subject to the grievance procedure contained in the collective bargaining Agreement applicable to the grieving employee.
- l. Pledged leave credits will be formally transferred to the recipient employee only at the end of a pay period, and then in chronological order of the dates actually pledged. This will insure that any unused leave credits are never actually transferred until they can in fact be used by the recipient employee. In the event that an employee is unable to use all pledged credits in a pay period, the most recently donated leave credits which cannot be utilized will then never formally be transferred, thereby guaranteeing that they are in no way lost by an employee who wants to donate them in order to help a co-worker who needs the credits.
- m. Campuses, with the approval of the president, may implement this program through the creation of a sick leave bank which would be available for use by all campus employees, including non-bargaining unit personnel. Such implementation is contingent upon the agreement of all bargaining units.

## ARTICLE 25

### PROFESSIONAL DEVELOPMENT

- 25.1 Professional development opportunities shall include:
- a. a fee waiver program;
  - b. sabbatical leaves;
  - c. difference in pay leaves;
  - d. professional leaves without pay;
  - e. short-term absence with pay for approved conferences, workshops, and other professional meetings;
  - f. faculty exchange programs within and outside the CSU;
  - g. administrative intern programs;

- h. reduction in assigned Weighted Units or other work responsibilities to pursue scholarly activities, training or retraining of benefit to the CSU;
  - i. specialized work schedules to pursue scholarly activities, training or retraining of benefit to the CSU; and
  - j. assignment to a reduced teaching load pursuant to Article 20, Assignment of Responsibility, Workload, and Schedules, of this Agreement.
- 25.2 Application procedures by which an eligible faculty unit employee may request a professional development opportunity shall be determined by the President, except when such procedures are provided elsewhere in this Agreement.
- 25.3 A faculty unit employee who meets the eligibility requirements of a specific program listed in provision 25.1 of this Article may request such a professional opportunity.
- 25.4 The President shall determine if the request for a professional development opportunity shall be granted and, if so, what costs, if any, shall be borne by the campus. The President may establish requirements that a faculty unit employee shall meet upon completion of a professional development opportunity. The faculty unit employee shall be notified in writing of the decision and such requirements, if any. A denial of the request for professional development opportunity shall include the reasons for such denial.

## ARTICLE 26

### FEE WAIVER

- 26.1 The appropriate administrator shall approve requests from all tenured and probationary faculty unit employees and temporary faculty unit employees with at least 6 years of full-time equivalent service in the department for enrollment in the CSU fee waiver program subject to the provisions of this Article.
- 26.2 Faculty unit members eligible for participation in the CSU Fee Waiver Program as defined in provision 26.1 may transfer their existing Fee Waiver benefit entitlement maximum as defined in provision 26.3, to a spouse or dependent child, subject to the following conditions:

- a. the courses are taken by a spouse or dependent child who is matriculated toward a degree and the courses are for credit toward the degree's requirements,
  - b. this Fee Waiver benefit does not apply to out-of-state tuition, and
  - c. the administration determines that there is space available in such course offerings for the spouse or dependent child.
- 26.3 A maximum of two (2) CSU courses or six (6) units, whichever is greater, may be taken on the fee waiver program per semester/quarter. Courses in self-support programs may not be taken on the fee waiver program.
- 26.4 Courses taken on the CSU fee waiver shall be job-related courses pursuant to provision 26.5, or career development courses pursuant to provisions 26.6 – 26.7.
- 26.5 Job-related courses shall relate to the current assignment of the faculty unit employee or the training or retraining of a faculty unit employee that will benefit the campus. CSU admission requirements shall not apply to job-related courses.
- 26.6 Career development courses shall relate to future career opportunities and assignments within the CSU. Career development courses may be taken pursuant to provision 26.7. Enrollment in career development courses shall be considered totally voluntary, and for the purpose of workers compensation the time spent shall not be considered worktime.
- 26.7 Approval of career development courses shall require that a program of study be established by the faculty unit employee and an appropriate advisor of choice. Such a program of study shall require written approval of the appropriate administrator. Normally, CSU admission requirements shall be met. CSU admission requirements may be waived by the appropriate administrator.
- 26.8 A course taken on the fee waiver program shall not conflict with scheduled classes or scheduled office hours of a faculty unit employee.
- 26.9 Provided that the operational and program needs of the faculty unit employee's department or equivalent unit are met in an orderly and normal manner, the library or coaching faculty unit employee shall be provided reasonable release time for one (1) on-campus course per semester/quarter taken pursuant to provisions 26.5 – 26.7. Reasonable release time for a faculty unit employee at the Chancellor's Office shall be time equal to class time.

- 26.10 In order for a faculty unit employee to continue participating in the CSU fee waiver program normal academic standards shall be maintained.
- 26.11 A record of completed courses may be placed in the faculty unit employee's official Personnel Action File.
- 26.12 The term "fee waiver" as used in this Article refers to the program that waives or reduces fees as listed below.

The following fees shall be fully waived:

Application Fee  
Identification Card Fee  
Instructionally Related Activity Fee

The following fees shall be reduced to one dollar (\$1.00) each:

Student Body Association Fee  
Student Union Fee  
Health Facilities Fee

The State University Fee shall be waived for the units of courses taken in the CSU fee waiver program. A faculty unit employee taking CSU courses in addition to the CSU fee waiver courses shall pay the difference between the part-time State University Fee and the full-time State University Fee. All other fees shall be paid at the regular rate.

- 26.13 Participation in the fee waiver program shall entitle the faculty unit employee to instructional services, not student services. Implementation of this program shall not require the CSU to displace any regularly enrolled student nor establish an additional section of a course.

## ARTICLE 27

### SABBATICAL LEAVES

- 27.1 A sabbatical leave shall be for purposes that provide a benefit to the CSU, such as research, scholarly and creative activity, instructional improvement or faculty retraining.
- 27.2 A full-time faculty unit employee shall be eligible for a sabbatical leave if he/she has served full-time for six (6) years at that campus in the preceding seven (7) year period prior to the leave and at least six (6) years after any previous sabbatical leave or difference in pay leave. Credit granted towards the completion of the probationary period for

service elsewhere shall also apply towards fulfilling the eligibility requirements for a sabbatical. A leave of absence without pay or service in an academic administrative appointment excluded from the bargaining unit shall not constitute a break in service for eligibility requirements.

- 27.3 The faculty unit employee shall submit an application for a sabbatical leave. The application shall include a statement of the purpose of the sabbatical, a description of the proposed project and the CSU resources, if any, necessary to carry it out, and a statement of the time requested, which shall not exceed one (1) year.
- 27.4 Application and response deadlines shall be established by the President after considering recommendations from the Professional Leave Committee.
- 27.5 A Professional Leave Committee composed of tenured faculty unit employees shall review sabbatical applications. The sabbatical leaves committee shall be elected by probationary and tenured faculty unit employees. A faculty unit employee applying for a sabbatical leave shall not be eligible for election to the Professional Leave Committee. The recommendation ensuing from such a review shall be submitted to the appropriate administrator. This review shall consider questions related to the quality of the proposed sabbatical project.
- 27.6 A copy of the application shall be sent to the faculty unit employee's department. The department shall provide a statement to the appropriate administrator regarding the possible effect on the curriculum and the operation of the department should the employee be granted a sabbatical.
- 27.7 Prior to making a recommendation to the President regarding the sabbatical leave application, the appropriate administrator shall consider the recommendations pursuant to provisions 27.5 and 27.6 above, other campus program needs and campus budget implications.
- 27.8 Prior to making a final determination regarding the sabbatical leave and the conditions of such an approved leave, the President shall consider the recommendations made pursuant to provisions 27.5, 27.6, and 27.7 above. The President shall respond in writing to the applicant and such a response shall include the reasons for approval or denial. If a sabbatical leave is granted, the response shall include any conditions of such a leave. A copy of this response shall be provided to the affected department and the Professional Leave Committee.
- 27.9 Final approval of a sabbatical leave shall not be granted until the applicant has filed with the President a suitable bond or an accepted

statement of assets (not including PERS holdings) and/or a promissory note that is individually or collectively at least equal to the amount of salary paid during the leave. The guarantee posted shall indemnify the State of California against loss in the event the employee fails to render the required service in the CSU following return of the employee from the sabbatical leave. The guarantee posted shall immediately be canceled in full upon completion of required service or upon waiver of that service by mutual agreement of the faculty member and the CSU.

- 27.10
- a. It is the intent of this Article that faculty unit employees eligible for sabbatical leave who meet the conditions of this Article receive their sabbatical leave, subject to provision 27.7 above.
  - b. In no case shall a campus grant fewer sabbatical leaves than the number of leaves budgeted for that campus in the 1991-1992 CSU Budget.
  - c. Arrangements may be developed by the department and approved by the President to accommodate granting sabbatical leaves for faculty unit employees whose leaves have been approved. Such arrangements may include rearranging workload within the department, and other University funding. No faculty unit employee will be involuntarily required to work in an overload situation by such arrangements.

27.11 The salary of a faculty employee on a sabbatical leave shall be in accordance with the following:

- a. one (1) semester at full salary;
- b. two (2) semesters at one-half (1/2) of full salary;
- c. one (1) quarter at full salary;
- d. two (2) quarters at three-fourths (3/4) of full salary;
- e. three (3) quarters at one-half (1/2) of full salary.

The salary of a librarian faculty unit employee on a sabbatical leave shall be in accordance with the following:

At semester campuses:

- a. four (4) months at full salary;
- b. eight (8) months at one-half (1/2) of full salary.

At quarter campuses:



- c. three (3) months at full salary;
  - d. six (6) months at three-fourths (3/4) of full salary;
  - e. nine (9) months at one-half (1/2) of full salary.
- 27.12 A sabbatical of two (2) semesters or two (2) or three (3) quarters may be implemented within a two (2) consecutive year period, subject to the recommendations of the Professional Leave Committee and the appropriate administrator and the approval of the President.
- 27.13 A faculty unit employee on sabbatical leave shall be considered in work status and shall receive health, dental and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on sabbatical leave.
- 27.14 A faculty unit employee on sabbatical leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.
- 27.15 A faculty unit employee on sabbatical leave shall not accept additional and/or outside employment without prior approval of the President.
- 27.16 A faculty unit employee granted a sabbatical leave may be required by the President to provide verification that the conditions of the leave were met. The statement of verification shall be provided to the President and the Professional Leave Committee.
- 27.17 A faculty unit employee shall render service to the CSU upon return from a sabbatical leave at the rate of one (1) term of service for each term of leave.

## ARTICLE 28

### DIFFERENCE IN PAY LEAVES

- 28.1 A difference in pay leave shall be for purposes that provide a benefit to the CSU, such as research, scholarly and creative activity, instructional improvement or faculty retraining.
- 28.2 A difference in pay leave may be approved for one (1) or more quarters, semesters, or months as appropriate to the appointment.

- 28.3 The salary for a difference in pay leave for a faculty unit employee shall be the difference between the faculty employee's salary and the minimum salary of the instructor rank. The salary for a difference in pay leave for a librarian employee shall be the difference between the librarian employee's salary and the minimum salary of the lowest comparable time base librarian rank. The salary for a difference in pay leave for a Counselor employee shall be the difference between the Counselor employee's salary and the minimum salary of the instructor rank at the comparable timebase.
- 28.4 A full-time faculty unit employee shall be eligible for a difference in pay leave if he/she has served full-time for six (6) years at that campus in the preceding seven (7) year period prior to the leave. Credit granted towards the completion of the probationary period for service elsewhere shall also apply towards fulfilling the eligibility requirements for a difference in pay leave. A leave of absence without pay or service in an academic administrative appointment excluded from the bargaining unit shall not constitute a break in service for eligibility requirements, nor shall it fulfill the obligation in 28.16. A faculty unit employee will be eligible for a subsequent difference in pay leave after he/she has served full-time for three years after the last sabbatical leave or difference in pay leave and has satisfied the obligation in 28.16.
- 28.5 The faculty unit employee shall submit a request for a difference in pay leave. The application shall include a statement of the purpose of the leave; a description of the proposed project; the CSU resources, if any, necessary to carry it out; and a statement of the time requested.
- 28.6 When a faculty unit employee is afforded an unexpected opportunity, such as external funding, a scholarship or fellowship, a rapid and expedited review for a difference in pay leave will be provided.
- 28.7 A Departmental Committee composed of tenured faculty unit employees shall review difference in pay leave requests. The Departmental Committee shall be elected by probationary and tenured faculty unit employees. A faculty unit employee applying for a difference in pay leave shall not serve on this Committee. The recommendation ensuing from such a review shall be submitted to the appropriate administrator. This review shall consider questions related to the quality of the proposed difference in pay leave.
- 28.8 The department shall provide a statement to the appropriate administrator regarding the possible effect on the curriculum and the operation of the department should the employee be granted a difference in pay leave.
- 28.9 Prior to making a recommendation to the President regarding the difference in pay leave request, the appropriate administrator shall

consider the recommendations pursuant to provisions 28.5 and 28.6 above, other campus program needs, and campus budget implications.

- 28.10 Prior to making a final determination regarding the difference in pay leave and the conditions of such an approved leave, if any, the President shall consider the recommendations made pursuant to provisions 28.5 – 28.8 above. The President shall respond in writing to the applicant and such a response shall include the reasons for approval or denial. If a difference in pay leave is granted, the response shall include any conditions of such a leave. A copy of this response shall be provided to the affected Department Leave Committee.
- 28.11 Final approval of a difference in pay leave shall not be granted until the applicant has filed with the President a suitable bond or an accepted statement of assets that are at least equal to the amount of salary paid during the period of leave. Such suitable bond or accepted statement of assets shall indemnify the State of California against loss in the event the employee fails to render the required service in the CSU following return of the employee from the difference in pay leave.
- 28.12 A faculty unit employee on a difference in pay leave shall be considered in work status and shall receive health, dental, and appropriate fringe benefits provided by the CSU in the same manner as if he/she were not on a difference in pay leave.
- 28.13 A faculty unit employee on a difference in pay leave shall be entitled to accrue sick leave, vacation, and service credit toward merit salary adjustment eligibility, eligibility toward promotion, if applicable, and seniority credit.
- 28.14 A faculty unit employee granted a difference in pay leave shall not accept additional and/or outside employment without prior approval of the President.
- 28.15 A faculty unit employee granted a difference in pay leave may be required by the President to provide verification that the conditions of the leave were met. The statement of verification shall be provided to the President and the Department Leave Committee.
- 28.16 A faculty unit employee shall render service to the CSU upon return from a difference in pay leave at the rate of one (1) term of service for each term of leave.

## ARTICLE 29

### FACULTY EARLY RETIREMENT PROGRAM

- 29.1 Eligible tenured faculty employees as defined in provision 2.13(d) and tenured librarians who have reached the age of fifty-five (55) may, subject to the conditions below, participate in a Faculty Early Retirement Program (FERP). This program is not available to Counselor Faculty Unit Employees.
- 29.2 An eligible tenured faculty employee or tenured librarian shall notify the President in writing at least six (6) months prior to the beginning of the campus academic year that he/she opts to participate in the FERP. The President may waive the required notice period.
- 29.3 The potential participant shall be provided with a FERP appointment letter from the President. The FERP appointment letter shall indicate the required period of employment as determined by the President. The employee shall provide to the President a written statement of acceptance of such a FERP appointment. If the President determines it is necessary, due to program needs, to alter the period of employment, the President and the participant shall attempt to reach mutual agreement on an alternative. If mutual agreement is not reached, the President may alter the period of employment, provided that the participant receives a one hundred and twenty (120) day notice.
- 29.4 Participants in FERP shall have been granted a service retirement. Such service retirement shall be in accordance with the requirements of PERS and/or STRS.
- 29.5 Participation in FERP shall commence at the beginning of the campus academic year. Service retirement shall begin concurrently with or prior to the beginning of the campus academic year.
- 29.6 FERP employment shall be at the same rank, and salary (step) level of the participant in the academic or fiscal year immediately prior to retirement. Such employment shall be proportional to the time base of the participant in the academic or fiscal year immediately prior to retirement.
- 29.7 a. An employee who opts to participate in FERP pursuant to 29.2 on or after July 1, 1987, but before July 1, 1995, and whose participation commences with the beginning of the 1988/89 academic year or thereafter, shall be entitled to the yearly period of employment as follows: for those ages fifty-five (55) through sixty-two (62) when participation begins, five (5) years; for those ages sixty-three (63) through sixty-five (65) when participation

begins, four (4) years; for those above age sixty-five (65), three (3) years.

- b. An employee who opts to participate in FERP pursuant to 29.2 on or after July 1, 1995, and whose participation commences with the beginning of the 1995/96 academic year or thereafter, shall be entitled to the yearly period of employment for no more than five (5) consecutive academic or fiscal years.

- 29.8 The permissible "period of employment" shall refer to one (1) academic term not to exceed a total of ninety (90) workdays or fifty (50) percent of the employee's regular timebase in the year preceding retirement. Calculations of such periods of employment shall include days worked in summer session/special session or CSU extension that do not coincide with the period of employment.
- 29.9 A participant in FERP at California State University, Stanislaus or a quarter system campus may request of the President employment in addition to the one (1) academic term period of employment, provided that such additional employment does not result in a total period of employment which exceeds the ninety (90) day limit pursuant to provision 29.8.
- 29.10 The right to continued employment in the FERP pursuant to provision 29.6 of this Article shall terminate in the event of dismissal for cause, layoff, or failure to meet the employment commitment.
- 29.11 A participant may request that the time base of the FERP appointment be reduced. The President shall determine if such a request shall be granted. Such a reduction in time base shall continue for the duration of the FERP appointment.
- 29.12 Participants may be appointed in CSU extension during the period of employment in FERP.
- 29.13 Notwithstanding provisions 29.8, 29.9, and 29.12, participants shall not be eligible for other CSU appointments while in the FERP.
- 29.14 Effective July 1, 1996, when the DMD salary schedule is eliminated, tenured faculty unit employees formerly receiving Designated Market Condition Salaries in disciplines designated hard-to-hire shall be eligible to opt to participate in FERP pursuant to 29.2. An employee receiving a Designated Market Condition salary who, pursuant to 29.2, opts to participate in FERP prior to July 1, 1987, shall continue to participate in FERP under the provisions of this Article.
- 29.15 A participant shall be granted one (1) leave of absence without pay for personal illness for all or part of the period of employment. Such leaves shall not affect future participation in FERP.

- 29.16 At the time of the service retirement and appointment in FERP, a participant may elect to carry over up to forty-eight (48) hours of sick leave into the FERP appointment if the participant elects to reduce his/her accumulated sick leave by that amount for service retirement credit. In addition to the sick leave carry over, if any, full-time FERP participants shall continue to accrue eight (8) hours sick leave per qualifying academic pay period or qualifying pay period during the period of employment. Such accrual shall be pro rata for less than full-time participants. A maximum of one hundred and sixty (160) hours of sick leave may be accrued during FERP.
- 29.17 A participant shall be required to perform normal responsibilities and his/her share of normal duties and activities.
- 29.18 A participant shall, for the period of active employment, be deemed a tenured faculty employee. Such a participant shall be eligible to serve on governance committees whose assignments are normally completed during the period of employment. Participants shall not be eligible to serve on peer review committees constituted for the purpose of Performance Reviews in accordance with provisions 15.32 - 15.42.
- 29.19 Employees deemed tenured pursuant to 29.18 shall not be counted against any percentage limitation on total tenured faculty employment at the department, school/college, campus, or statewide level.
- 29.20 During the period of an employee's participation in FERP, the CSU shall provide a CSU dental plan on the same basis as such a plan is provided to faculty unit employees. The provision of such a dental plan shall require that the participant was enrolled in a CSU dental plan immediately prior to service retirement.
- 29.21 The following provisions of this Agreement shall not apply to participants in FERP:
- Article 14, Promotion
  - Article 22, Leaves of Absence Without Pay
  - Article 24, Sick Leave, 24.1, 24.3, 24.4
  - Article 27, Sabbatical Leaves
  - Article 28, Difference in Pay Leave
  - Article 32, Benefits, 32.1

ARTICLE 30

PRE-RETIREMENT REDUCTION IN TIME BASE

- 30.1 The Pre-Retirement Reduction in Time Base (PRTB) shall be available to tenured faculty unit employees who have reached the age of fifty-five (55) years subject to the following conditions:
- a. That such a tenured faculty unit employee requests entry into PRTB at least six (6) months prior to the beginning of the fiscal year or academic year in which he/she desires to participate in PRTB. The President may waive the required request time limits.
  - b. That such a tenured faculty unit employee shall not have reached the age of sixty-five (65) at the time of requested entry into PRTB; or, if a member of STRS, such an employee shall not have reached the age of sixty-four (64) at the time of requested entry into PRTB.
  - c. That such a request is granted by the President. The President shall respond to such a request no later than sixty (60) days after receipt of such a request.
  - d. That the President shall provide the potential participant in PRTB with an appointment letter which shall indicate the terms of the reduction in time base. The faculty unit employee shall provide the President with a written statement of acceptance of the reduction in time base.
- 30.2 The PRTB shall provide a reduction in time base to an average of two-thirds ( $2/3$ ), one-half ( $1/2$ ), or one-third ( $1/3$ ) of full-time for a maximum period of five (5) consecutive years.
- 30.3 Faculty unit employees requesting to participate in PRTB shall have been employed in the CSU for at least ten (10) years at full-time. The five (5) years immediately preceding the effective date of the PRTB shall have been continuous full-time employment.
- 30.4 Entry into PRTB may be implemented at the beginning of an academic year or, when appropriate, at the beginning of the fiscal year.
- 30.5 The time base of a participant shall be reduced to the requested two-thirds ( $2/3$ ), one-half ( $1/2$ ), or one-third ( $1/3$ ) for the academic year or fiscal year.

- 30.6 PERS and STRS deductions shall be based upon the full-time rate of pay. The CSU and the employee shall pay their respective shares. For OASDI, the rate shall be on the actual amount of remuneration.
- 30.7 Health, dental and other appropriate benefits available to full-time faculty unit employees shall be available on the same basis to PRTB participants.
- 30.8 PRTB participants shall not be eligible for sabbatical leaves or leaves with pay.
- 30.9 Sick leave shall be accrued by participants in PRTB on a pro rata basis.
- 30.10 The time base of a PRTB participant shall be considered full-time for the purpose of restrictions on additional employment as provided in Article 36, Additional Employment.
- 30.11 Once a faculty unit employee is authorized to participate in PRTB, the faculty unit employee may not revoke the reduced time base and return to full-time employment unless approved by the President. Further, this provision shall apply if a PRTB participant completes the maximum five (5) years and does not elect a service retirement.
- 30.12 A participant's appropriate annual salary shall be paid in twelve (12) equal payments. If a participant fails to meet his/her employment commitment, salary adjustments or repayment by the participant of an overpayment may be required. Such an adjustment or required repayment shall not be the basis of a grievance.
- 30.13 A participant shall be required to perform normal responsibilities, duties, and activities pro rata.

## ARTICLE 31

### SALARY

- 31.1 The salary schedules that pertain to employees covered by this Agreement shall be found in Appendix C and incorporated in this Agreement by reference. Employees may be paid salaries at any step on the schedule for their rank/classification in Appendix C, and may also be paid salaries between the rates for each step. In addition, employees in the full professor rank for any instructional faculty classification may be paid at a salary rate above the performance maximum for their classification in Appendix C.



31. 2 Increases in the base pay of faculty unit employees can only occur when a faculty unit employee receives an Increase for Market or Equity pursuant to provision 31.55, is promoted and receives a salary increase, or during those fiscal years in which the CFA and the CSU specifically agree to provide increases in one or more of the following categories:
- a. across the board general salary increases,
  - b. Faculty Merit Increases pursuant to this Article in an amount set forth below, and/or
  - c. Service Salary Step [two and four-tenths percent (2.4%)] Increases pursuant to this Article in an amount set forth below.
31. 3 Faculty involvement in consultation and recommendation of appropriate rank for newly hired faculty shall not be diminished.
31. 4 Promotion shall be accompanied by advancement of at least three (3) steps [seven and one-half percent (7.5%)] on the salary schedule. The funds dedicated to Faculty Merit Increases pursuant to provisions 31.7 through 31.35 may also be utilized in order to provide promotion increases of more than three (3) steps [seven and one-half percent (7.5%)] on the salary schedule.
- 31.5 Range elevation for lecturers shall be accompanied by advancement of at least two (2) steps [five percent (5%)] on the salary schedule. The funds dedicated to Faculty Merit Increases pursuant to provisions 31.7 through 31.35 may also be utilized in order to provide range elevation increases of more than two (2) steps [five percent (5%)] on the salary schedule.

#### General Salary Increase

31. 6 For fiscal year 1998/99, the salary of each faculty unit employee and the steps on the salary schedule of faculty unit employees shall be increased by three percent (3.0%) effective September 1, 1998.

#### Faculty Merit Increase Program

31. 7 The criteria for the award of Faculty Merit Increases shall be as follows. Faculty shall be eligible for Faculty Merit Increases, pursuant to the provisions of this Article, for demonstrated performance commensurate with rank, work assignment, and years of service, for:
- a. the quality of the unit member's teaching alone;
  - b. the quality of the unit member's teaching and scholarship;

- c. the quality of the unit member's teaching and service to the University and community; or
- d. the quality of the unit member's teaching, scholarship, and service to the University and community.

Faculty unit employees whose performance does not include assignments in all of the above areas shall nonetheless be eligible for a Faculty Merit Increase on the basis of their performance in the individual areas of their assignment.

- 31.8 Except as stipulated in provision 31.8 and 31.9, the recognition of demonstrated performance by a faculty unit employee shall be in the form of a permanent increase in the base salary of the individual, on the salary schedule in Appendix C, or shall be in the form of a bonus (not a permanent increase in the base salary of the individual) of no more than the equivalent of an annual salary increase of seven and one-half percent (7 and 1/2%) in the case of faculty unit members who have reached the top of his/her rank or classification in the salary schedule in Appendix C. No candidate shall receive more than a seven and one-half percent (7 and 1/2%) Faculty Merit Increase in any year.
- 31.9 The recognition of demonstrated performance by a faculty unit employee may also be in the form of a bonus (not a permanent increase in the base salary of the individual) of no more than the equivalent of an annual salary increase of seven and one-half percent (7 and 1/2%) in the case of faculty unit members whose demonstrated performance was part of an activity or project conducted by a team, department or group of employees.
- 31.10 Beginning with the award of Faculty Merit Increases effective on July 1, 1998, the award of a Faculty Merit Increase shall not diminish a faculty member's eligibility for remaining Service Salary Increases.
- 31.11 All faculty unit employees shall submit a completed activity report provided in Appendix F of this Agreement and shall be considered for a Faculty Merit Increase unless they indicate on the activity report that they decline to participate in the Faculty Merit Increase program.
- 31.12 There shall be the following distribution of funds for the Faculty Merit Increase program on a campus:
  - a. 5% of total campus funds are withheld to fund successful appeals.
  - b. President withholds 10%. The expenditure of these funds shall be reported as a distinct category of the campus report required in provision 31.29 of this Article.

- c. All remaining funds (85%) are distributed to departments on an FTEF pro rata basis.
- 31.13 All faculty unit employees shall submit a report of his/her activities, as provided in Appendix F of this Agreement, to his/her department chair, by no later than October 1, 1999. This report shall detail in separate sections the following:
- a. all appropriate activities for the period from the last review to June 30, 1998, for fiscal year 1998/99 Faculty Merit Increases to be effective July 1, 1998, and
  - b. all appropriate activities between July 1, 1998, through June 30, 1999 for fiscal year 1999/2000 Faculty Merit Increases to be effective July 1, 1999.
- 31.14 The faculty activity report shall include the faculty unit employee's rank/classification, salary, date of appointment, and whether the faculty unit employee is eligible for a Service Salary Step Increase.
- 31.15 For faculty unit employees at San Francisco State University, there shall be no requirement to submit the report of all appropriate activities for the period prior to July 1, 1998. Rather, Faculty Merit Increases to be effective July 1, 1998, shall be implemented pursuant to the process undertaken during fiscal year 1997/98. Further, San Francisco State University shall not be required to change its current schedule for conducting reviews for the granting of future Faculty Merit Increases.
- 31.16 All faculty unit employees shall submit an annual report of his/her activities to his/her department chair, by no later than October 1 of each year thereafter, which shall be utilized for the award of Faculty Merit Increases. In fiscal year 2000/01, the time period of review for activities contained in annual reports shall be July 1, 1999, through June 30, 2000.
- 31.17 Additional timelines for the Faculty Merit Increase Program for each year shall be as provided in Appendix G of the Agreement.
- 31.18 The procedures consistent with this Agreement for the award of Faculty Merit Increases shall be determined by the President or designee, after recommendation by the appropriate campus Academic Senate committee.
- 31.19 *Step 1. Departmental Recommendations.* Departmental recommendations shall be made by either a committee of faculty unit employees, the department chair, designee, or combination of the above at the discretion of the department. Where there are insufficient

persons to serve on a departmental committee, the department shall select persons from a related academic discipline or appropriate administrative unit for that purpose. The committee may recommend that an individual faculty member receive a Faculty Merit Increase of any amount up to the maximum amount provided in provision 31.8 of this Article. Recommended increases may result in the placement of faculty unit employees between the rates for a step of his/her rank/classification in Appendix C. Recommendations from the department shall not exceed the amount of funds allocated for use at this level.

- 31.20 *Step 2. Dean's Review.* The recommendations of the departmental committee or designee of the department shall be reviewed by the academic dean for that department. The dean may concur or disagree with the recommendations, may change the amount of any recommended increase, and/or may recommend an increase for any member of the department that was not recommended by the committee or departmental designee. The dean may recommend that an individual faculty member receive a Faculty Merit Increase of any amount up to the maximum amount provided in provision 31.8 of this Article. Recommended increases may result in the placement of faculty unit employees between the rates for a step of his/her rank/classification in Appendix C.
- 31.21 *Step 3. Presidential Decision.* All recommendations from each department and dean as well as all faculty activity reports shall be submitted to the president. The president may concur or disagree with the recommendations, may change the amount of any recommended increase, and/or may grant an increase for any member of the department that was not recommended by the committee or departmental designee, or by the dean. The president may grant that an individual faculty member receive a Faculty Merit Increase of any amount up to the maximum amount provided in provision 31.8 of this Article. Increases may result in the placement of faculty unit employees between the rates for a step of his/her rank/classification in Appendix C. The total of the recommendations at this level shall not exceed the pool for the president.
- 31.22 A faculty unit employee may review, and submit a written rebuttal to, the recommendations at each step of the Faculty Merit Increase process.
- 31.23 A faculty member shall not review his/her own annual report for a Faculty Merit Increase. However, no faculty unit employee shall become ineligible for service on a faculty campus committee because he/she is a candidate for an increase. Recommendations shall include not only whether the candidate is recommended to receive a Faculty Merit Increase, but also the amount of the increase recommended for those candidates receiving a positive recommendation. Failure to

meet any established deadline for recommendations shall automatically result in the forwarding of all annual reports to the next level of review.

- 31.24 All activity reports for Faculty Merit Increases and all recommendations shall be forwarded to the President or his/her designee by no later than November 5, 1999 for fiscal years 1998/99 and 1999/2000, and no later than November 5 of each year thereafter. Recommendations shall include not only whether the candidate is recommended to receive a Faculty Merit Increase, but also the amount of the increase recommended for those candidates receiving a positive recommendation. Failure to meet the above deadlines for recommendations shall automatically result in the forwarding of all materials to the President for his/her award of Faculty Merit Increases.
- 31.25 The President or designee shall, after consideration of all appropriate recommendations, select the recipients of the increases by no later than November 20, 1999 for fiscal years 1998/99 and 1999/2000, and no later than November 20 for years thereafter. He/she shall also determine the appropriate amount of the increase to be granted, consistent with the limitation provided in provision 31.8 above. The decision to grant or deny a Faculty Merit Increase, and the amount of the increase, shall not be subject to the grievance procedure as provided in Article 10 of the Agreement, but shall be subject to the Faculty Merit Increase Appeal Process of this Article.
- 31.26 Faculty Merit Increases shall be retroactive to July 1 of the fiscal year in which the review of annual reports are conducted, with the exception of Faculty Merit Increases for fiscal year 1998/99, which shall be retroactive to July 1, 1998.
- 31.27 The amount of funds dedicated to salary increases in this program in the CSU in fiscal year 1998/99, excluding associated benefits costs, shall be \$16.2 million. The associated benefits cost shall be \$3.1 million. The amount of funds dedicated to this program on each campus in fiscal year 1998/99 shall be based upon the number of filled full-time equivalent faculty positions.
- 31.28 There shall be no requirement to expend all funds identified in provision 31.27 above for such increases. Any portion of the funds not expended in any fiscal year shall automatically be added to the Faculty Merit Increase pool in the next fiscal year.
- 31.29 For each year that there are Faculty Merit Increases, the CSU shall provide to the CFA, no later than four (4) months after final decisions regarding such increases, a report containing a list by campus of individual faculty unit employees receiving Faculty Merit Increases, the amount of each increase, and the total funds expended on the

increases for the July pay period. In addition, a list of individual faculty unit employees receiving Faculty Merit Increases, their rank, the amount of the increase received, and their department shall be made public on each campus no later than one (1) month after final decisions regarding such increases. Awards shall also be reported by amount of increase, gender, and ethnicity but without individual names.

31.30 The decision to grant or deny a Faculty Merit Increase shall not be considered during deliberations regarding the granting of reappointment, promotion or tenure unless the faculty member includes documents related to the decision in his/her Personnel Action File. This shall not preclude the consideration of any facts during RTP deliberations which are also considered during Faculty Merit Increase deliberations. Faculty annual reports and the notification of all Faculty Merit Increase decisions may be placed in both the Personnel Action File and any Working Personnel Action File established for the purpose of conducting evaluations pursuant to Article 15, Evaluation, at the discretion of the faculty unit employee.

31.31 The award of Faculty Merit Increases shall not be considered personnel recommendations, decisions or actions which must be based upon a faculty member's Personnel Action File pursuant to this Agreement. However, this provision shall not preclude review of a faculty member's Personnel Action File during Faculty Merit Increase deliberations.

31.32 The following classifications are not eligible for Faculty Merit Increases because they are classifications with flat rates:

- 2323 - Instructional Faculty - Extension
- 2322 - Instructional Faculty - Special Programs
- 2402 - Instructional Faculty - Summer Arts
- 2357 - Instructional Faculty - Summer Session
- 2356 - Substitute Instructional Faculty

#### Faculty Merit Increase Appeal Process

31.33 A faculty member who has received a positive recommendation from the department or the dean may appeal the President's decision that denies a Faculty Merit Increase, or decreases the amount of a Faculty Merit Increase that is recommended by the department or the dean. Appeals of the President's decision may be filed by the affected employee requesting that CSU grant or increase the award.

31.34 The faculty member may file an appeal with the President no later than fourteen (14) days after receipt of the President's decision. The appeals shall be heard by a committee of five (5) faculty unit employees chosen by lot from an appeals panel elected by the faculty

unit employees at the campus. Faculty unit employees who are appealing Faculty Merit Increase decisions shall not serve on the committee during that year. The committee will hear all such appeals of the President's decision at the campus that year in a single hearing. The CSU and the faculty unit employee (and/or his/her representative) may present evidence to the panel at the hearing. A majority decision by the committee shall be required in order to grant any appeal.

- 31.35 Five (5) percent of the pool available for all Unit 3 faculty merit increases at the campus shall be reserved to fund any additional increases granted under this process. The committee may not grant any increases that total more than the amount of the reserved campus pool. The decision of the appeal committee shall be final and binding. Any portion of such reserved campus pool that is not expended in the above manner shall be rolled over and added to the pool for faculty merit increases for the following fiscal year.

#### Service Salary Step Increases

- 31.36 A Service Salary Step [two and four-tenths percent (2.4%)] Increase (SSI) refers to upward movement on the salary schedules. Such adjustments shall be determined by the CFA and CSU during negotiations annually, and shall be limited following appointment or the most recent promotion to no more than:
- a. four (4) steps on the salary schedule in effect prior to the 1995-98 Agreement, or
  - b. eight (8) Service Salary Step Increases under the salary schedule(s) in effect since that Agreement, or
  - c. a combination of both (a) and (b) above which does not exceed a total of eight (8) Service Salary Step Increases on the salary schedule.
- 31.37 No SSIs will be granted above, nor shall the granting of an SSI result in a salary rate above, the SSI maximum rates of pay for all bargaining unit ranks and classifications on the salary schedule in Appendix C.
- 31.38 In fiscal year 1998/99, upon the determination by the appropriate administrator that an employee has performed in a satisfactory manner in carrying out the duties of his/her position, the employee shall receive an SSI. Such a determination shall be after consideration of material in the employee's Personnel Action File.
- 31.39 An employee shall receive written notice of denial of a Service Salary Step Increase, as soon as is practicable after the denial decision.

- 31.40 Upon request of an employee denied an SSI, a meeting shall be arranged within seven (7) days with an appropriate administrator for the purpose of reviewing such denial. The employee may be represented at this meeting by the CFA. At this meeting, the appropriate administrator may establish with the employee conditions upon which the SSI shall be authorized within the year, and the date of review to determine whether such conditions were met.
- 31.41 The appropriate administrator may at any time reverse the denial of a SSI. Such a reversal may be effective retroactively or effective for a part of the year.
- 31.42 During fiscal year 1998/99, faculty unit employees eligible for a Service Salary Step Increase shall receive an increase of two and four-tenths percent (2.4%), but no more than their service based maximum on the salary schedule, effective on the anniversary date that he/she would normally have been eligible for an MSA under the old MSA procedure, or effective September 1, 1998, whichever is later.

#### Fiscal Years 1999/2000 and 2000/01 Service Salary Increases

- 31.43 As part of the CSU merit program in fiscal years 1999/2000 and 2000/01, there shall be a separate pool for bargaining unit members eligible for Service Salary Step Increases. It shall be calculated by multiplying the total salary and benefits of such employees by two and sixty-five one-hundredths percent (2.65%). This provision shall not be subject to renegotiation during reopener bargaining, if any, in these years.
- 31.44 During fiscal years 1999/2000 and 2000/01, the criteria to be used when evaluating employees for the award of a Service Salary Step Increase shall be whether the faculty unit employee has demonstrated satisfactory performance commensurate with rank, work assignment, and years of service.
- 31.45 During fiscal years 1999/2000 and 2000/01, bargaining unit members eligible for a Service Salary Step Increase shall be reviewed by the department and appropriate academic administrator, who shall either grant or deny the Service Salary Step Increase. This review shall take place prior to the review of employees under the Faculty Merit Increase program of this Agreement. A bargaining unit member who receives a Service Salary Step Increase in fiscal years 1999/2000 and 2000/01 shall receive a two and sixty-five one-hundredths percent (2.65%) increase, and such an employee may also receive up to an additional seven and one-half percent (7 and 1/2%) Faculty Merit Increase.



- 31.46 The decision to grant or deny a Service Salary Step Increase to a bargaining unit member during fiscal years 1999/2000 and 2000/01 shall not be subject to the grievance procedure as provided in Article 10 of the Agreement, but shall be subject to the Service Salary Increase Appeal Process of this Article.

Fiscal Years 1999/2000 and 2000/01 Service Salary Appeal Process

- 31.47 A faculty member may appeal the decision to deny a Service Salary Step Increase to the President no later than fourteen (14) days after receipt of the appropriate academic administrator's decision. The appeals shall be heard by a committee of five (5) faculty unit employees chosen by lot from the Faculty Merit Increase appeals panel. Faculty unit employees who are appealing Service Salary Step Increase decisions shall not serve on the committee during that year. The committee will hear all such appeals of the appropriate academic administrator's decision at the campus that year individually. The CSU and the faculty unit employee (and/or his/her representative) may present evidence to the panel at the hearing. A majority decision by the committee shall be required in order to grant any appeal.
- 31.48 All unexpended funds from the pool for SSI-eligible employees in fiscal years 1999/2000 and 2000/01 shall be available to fund successful appeals. The decision of the appeal committee shall be final and binding. Any portion of such reserved campus pool that is not expended in the above manner shall be rolled over and added to the pool for Faculty Merit Increases for the following fiscal year.

Fiscal Year 1999/2000 Compensation

- 31.49 The fiscal year 1999/2000 compensation increases provided in provisions 31.50 through 31.52 below shall become effective and payable to employees only in the event that the final fiscal year 1999/2000 state budget general fund appropriation and allocation to the CSU is not less than the amount requested on October 29, 1998, by the CSU Board of Trustees for that same fiscal year.
- 31.50 For fiscal year 1999/2000, the salary of each faculty unit employee, and the steps on the salary schedule of faculty unit employees, shall be increased by three and fifty-six one hundredths (3.56%) effective July 1, 1999. There shall be an additional one percent (1.0%) general salary increase for counselors (classification codes 3070, 3071, 2341, 2342, 2344, 3072, 3073, 3074 and 3075), also effective on July 1, 1999.
- 31.51 The amount of funds dedicated to both Faculty Merit Increases and Service Salary Step Increases in fiscal year 1999/2000 excluding associated benefits costs, shall be \$20.5 million. The associated benefits costs shall be \$2.9 million.

- 31.52 Additional conditions regarding compensation for fiscal year 1999/2000 shall be as provided in the Memorandum of Understanding dated June 4, 1999.

#### Fiscal Year 2000/01 Compensation

- 31.53 The parties will reopen negotiations pursuant to HEERA on Article 31, Salaries, and on Article 32, Benefits for fiscal year 2000/01 in accordance with the timelines provided in provision 40.2 of this Agreement.
- 31.54 Additional conditions regarding compensation for fiscal year 2000/01 shall be as provided in the Memorandum of Understanding dated June 4, 1999.

#### Increases for Market or Equity

- 31.55 The President may grant a salary increase to a probationary or tenured faculty unit employee to address market or equity considerations. Such increases shall not be bound by the eight (8) service increases referenced in provision 31.36. Applications for market or equity adjustments shall be submitted by the faculty member to the department chair, with a copy to the President or designee, on forms provided by the President or designee. Applications for market-based increases shall normally be accompanied by documentation supporting the market-based salary lag or a bona-fide offer of employment from another college or University. Applications shall be reviewed separately by a department committee of tenured faculty and the department chair with the department chair forwarding both recommendations to the President or designee. The decision to grant an exceptional market or equity adjustment and the amount of the increase to be granted shall not be subject to grievance procedure. The funds dedicated for Faculty Merit Increases pursuant to provisions 31.7 through 31.35 may also be utilized for market or equity increases.
- 31.56 Upon written request by the CFA campus chapter president to the President at a campus, the President or designee shall provide a list once each year to the CFA of the faculty members on each campus who have received a market/equity adjustment, the amount of increase granted, and whether the increase was for market or for equity reasons, or both.

#### Department Chairpersons

- 31.57 Employees serving as department chair in class codes 2481, 2482, 2483 and 2484 shall receive a minimum stipend of eighty dollars (\$80.00) per month of service as chairperson. Chairpersons of departments of eighteen (18) or more full-time equivalent faculty (FTEF) shall receive

an additional minimum amount of forty dollars (\$40.00) per month of service as chairperson.

- 31.58 The stipends identified in provision 31.57 above shall be incorporated into the salaries of department chairpersons when they are placed on the salary ranges for class codes 2481, 2482, 2483 and 2484 identified in Appendix C. These stipend amounts shall be deducted from the salaries of department chairpersons effective on the date that their chairperson assignment ends.
- 31.59 The maximum rate of pay for all department chair classification codes and ranges shall be increased by eight percent (8%) in addition to the GSI referred to above.

## ARTICLE 32

### BENEFITS

#### Health Plan

- 32.1 Eligible employees and eligible family members as defined by PERS shall continue to receive health benefits offered through the PERS system for the life of this Agreement. Payment for these benefits shall be based on rates established by the PERS for participating members. The Employer shall contribute the amount required for such payments by Government Code Section 22825.1. This provision shall be applicable to all faculty unit employees whose eligibility for PERS health benefits derives from their employment in the faculty bargaining unit.
- 32.2 For the limited and exclusive purpose of providing health insurance, employees appointed to the class of Lecturer, Academic Year (Class Codes 2331 and 2358) and/or Coach, Academic Year (Class Codes 2332, 2333, 2334, 2335, 2375, 2378, 2381, and 2384), who are not eligible to enroll under the regular enrollment regulations shall be eligible to enroll under the following conditions provided that they were both employed as Academic Year Lecturers or Coaches and enrolled in health benefits at any time during the 1991/92 academic year:
- a. The employee is appointed for one semester or two consecutive quarters for six (6) Weighted Teaching Units or more but less than seven and one-half (7 1/2) Weighted Teaching Units.
  - b. Enrollment will be continued during subsequent consecutive semesters or quarters provided the employee is appointed for six (6) Weighted Teaching Units or more.

- c. If during an academic year (following completion of the initial qualifying appointment period of one semester or two consecutive quarters), the enrolled employee is appointed for less than six (6) Weighted Teaching Units or is not reappointed, the employee may continue enrollment by direct payment of the employee and employer premiums through the end of that academic year (August pay period).
- d. If during the initial qualifying appointment period (one semester or two consecutive quarters) the employee's assignment is reduced to less than six (6) Weighted Teaching Units, the employee's enrollment will be administratively cancelled on the same basis as others who lose eligibility.
- e. An employee who had a qualifying fall term appointment or who was eligible in the fall to enroll under the regular enrollment regulations and who elected not to enroll shall not be eligible to enroll during subsequent terms of that academic year under this section of the Agreement.
- f. Individuals eligible to receive health care through payment of the student health fee shall not be eligible to enroll under this procedure.
- g. In accordance with provision 32.1, eligibility shall be as defined by PERS.

32.3 All faculty unit employees who contribute toward health benefits pursuant to provisions 32.1 and 32.2 shall be entitled to participate in the CSU Health Premium Conversion Program. The terms of this program shall be determined by the CSU. All administrative costs for participation shall be paid by participating employees.

#### Dependent Care Reimbursement Program

32.4 All bargaining unit employees shall be entitled to participate in the CSU Dependent Care Reimbursement Program. The terms of this program shall be in accordance with Internal Revenue Service Regulations. All administrative costs for participation shall be paid by participating employees and shall be the same as for all other employees.

#### Dental Plans

32.5 CSU enhanced dental benefits shall be offered to eligible employees and eligible family members for the life of this Agreement, fully paid by the Employer. The level of benefits shall equal the following plans in existence on January 1, 1991: the CSU Enhanced Prepaid Dental Plan and the CSU Enhanced Level II Indemnity Dental Plan.

32.6 The term "eligible employee(s)" as used in this Article shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from dental benefits also include intermittent employees or any employee paid wholly from funds not controlled by the CSU or from revolving or similar funds from which a regular State share payment of the insurance premium cannot be made. A participant in the Faculty Early Retirement Program shall be deemed an eligible employee if the participant was enrolled in a CSU dental plan immediately prior to his/her service retirement.

32.7 For the limited and exclusive purpose of providing dental insurance, employees appointed to the class of Lecturer, Academic Year (Class Codes 2331 and 2358) and/or Coach, Academic Year (Class Codes 2332, 2333, 2334, 2335, 2375, 2378, 2381, and 2384), who are not eligible to enroll under the regular enrollment regulations shall be eligible to enroll under the following conditions:

- a. The employee is appointed for one semester or two consecutive quarters for six (6) Weighted Teaching Units or more but less than seven and one-half (7 1/2) Weighted Teaching Units.
- b. Enrollment will be continued during subsequent consecutive semesters or quarters provided the employee is appointed for six (6) Weighted Teaching Units or more.
- c. If during an academic year (following completion of the initial qualifying appointment period of one semester or two consecutive quarters), the enrolled employee is appointed for less than six (6) Weighted Teaching Units or is not reappointed, the employee may continue enrollment by direct payment of the employee and employer premiums through the end of that academic year (August pay period).
- d. If during the initial qualifying appointment period (one semester or two consecutive quarters) the employee's assignment is reduced to less than six (6) Weighted Teaching Units, the employee's enrollment will be administratively cancelled on the same basis as others who lose eligibility.
- e. An employee who had a qualifying fall term appointment or who was eligible in the fall to enroll under the regular enrollment regulations and who elected not to enroll shall not be eligible to enroll during subsequent terms of that academic year under this section of the Agreement.
- f. Individuals eligible to receive health care through payment of the student health fee shall not be eligible to enroll under this procedure.

- g. In accordance with provision 32.1, eligibility shall be as defined by PERS.

Vision Care

- 32.8 Eligible employees and eligible family members as defined in 32.1 and 32.2 shall be entitled to receive vision care benefits as provided in the program presently offered by CSU for non-Unit 3 employees, and the CSU hereby agrees the Employer's contribution shall equal one hundred (100) percent of the basic monthly premium.
- 32.9 The term "eligible family member" as used in this Article shall mean the eligible employee's legal spouse and unmarried children from birth to the end of the month in which the dependent children reach age twenty-three (23). An adopted child, stepchild, illegitimate child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over age twenty-three (23) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-three (23), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.
- 32.10 No provision contained in this Article shall be implemented unless and until the amount required therefor is appropriated by the Legislature and made available to the CSU for expenditure for such purposes.

Flex Cash Program

- 32.11 All employees eligible for either health insurance pursuant to provisions 32.1 and 32.2 of the Agreement, or dental insurance pursuant to provisions 32.5 through 32.7 of the Agreement, shall be entitled to waive health and/or dental insurance in exchange for the following monthly payments:
  - a. Waive medical & dental                      \$140 per month
  - b. Waive medical only                              \$128 per month
  - c. Waive dental only                                \$12 per month

In order to participate, each employee will be required to request participation and certify that he/she has alternate non-CSU insurance for the CSU insurance being waived.

### Retirement Benefits for Part-time, Seasonal and Temporary Employees

- 32.12 Part-time, seasonal and temporary employees shall participate in the PST Retirement Plan administered by the Department of Personnel Administration. The total cost of this DPA plan shall be paid by participating employees in the form of a seven and one-half percent (7.5%) pretax reduction from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

### Recreational Facilities

- 32.13 Employees shall have access to campus recreational facilities when the appropriate administrator has determined that such access does not interfere with the student's use of the facilities. A nominal fee to cover CSU costs may be charged. Use of campus recreational facilities by a faculty unit employee pursuant to the terms of this provision shall be wholly voluntary and, for the purpose of workers compensation, any time spent in the use of these facilities shall not be counted as time worked.

### Travel Reimbursement

- 32.14 Employee expenses incurred as a result of travel on official CSU business shall be reimbursed in accordance with CSU travel regulations. The parties agree that any increases for CSU employees ratified by the CSU Board of Trustees in the CSU subsistence allowance(s), travel allowance rate(s), and/or automobile mileage rate(s) shall be provided to faculty unit employees, and that the parties must meet and confer on any CSU proposal to decrease such reimbursement allowance(s).

### Parking Fees

- 32.15 An employee is required to pay the parking fee as determined by the CSU for parking at any facility of the CSU. The CSU shall provide for payroll deductions for this purpose upon written authorization by the employee. The CSU shall not change the parking fees payable in effect upon the effective date of this Agreement, without first complying with provision 3.1 of the Agreement. Meeting and conferring over the impact of such a charge shall be about the portion of the rate increase, if any, the faculty unit employees will pay.

### Life Insurance, AD&D Plan and Disability Benefits

- 32.16 The CSU shall provide eligible employees as defined in 32.1 and 32.2 with a supplemental life insurance program at no cost to the employee. This program shall provide life insurance during the term of employment in the amount of fifty thousand dollars (\$50,000). This

provision shall be exempt from the conditions set forth in provisions 32.10 and 39.4.

- 32.17 The CSU shall provide eligible employees as defined in 32.1 and 32.2 with a disability income protection plan at no cost to the employee. The level of benefits shall equal the CSU Group Long Term Disability Plan in existence on January 1, 1996.
- 32.18 The CSU shall provide eligible employees as defined in 32.1 and 32.2 with \$50,000 accidental death and dismemberment insurance at no cost to the employee.
- 32.19 The campus Personnel Office shall make available information concerning an employee's rights under Nonindustrial Disability Insurance (NDI), Industrial Disability Leave (IDL), Temporary Disability, Social Security and PERS or STRS retirement options.

403(b) Programs and Optional Retirement Plan

- 32.20 All members of the bargaining unit shall be eligible to participate in 403(b) programs in accordance with regulations and procedures as established by The California State University.
- 32.21 Optional retirement plans permitted by legislation and subject to negotiations under HEERA shall be made available to members of the faculty hired after the effective date of any such plan.

Enhanced 1959 Survivor Benefits

- 32.22 The parties agree as follows regarding the enhanced 1959 survivor benefits and the implementation of SB 423 (Royce).
  - a. The amount paid to a surviving spouse under the 1959 survivors benefit enhancement shall be increased to the equal level of payment described in Government Code 21382.4.
  - b. The employer shall be responsible for payment of the additional monthly premium for such coverage at the rate established by PERS for the enhanced survivor benefit.
  - c. In executing this Agreement the parties acknowledge they have fully discharged whatever obligations to bargain which may have arisen as a result of implementing the above-referenced status.
  - d. The Agreement described above shall be implemented upon receipt of final approval and authorization by PERS.



## ARTICLE 33

### HOLIDAYS

- 33.1 Faculty unit employees who are classified as "academic year" employees are entitled to all days designated in the campus academic calendar as academic holidays, or any other day designated by the Governor for a public fast or holiday. Such academic holidays shall not be compensable.
- 33.2 This Article shall not apply to a faculty unit employee whose classification indicates "Casual Employment Employee."
- 33.3 A faculty unit employee shall be entitled to a Personal Holiday which may be taken on one (1) day during the calendar year. If the faculty unit employee fails to take the Personal Holiday before the end of the calendar year, the holiday shall be forfeited. CSU and CFA shall endeavor to inform a new faculty unit employee of his/her Personal Holiday. Scheduling of the Personal Holiday shall be by mutual agreement of the faculty unit employee and the appropriate administrator.
- 33.4 Provisions 33.5 – 33.11 of this Article shall apply only to ten (10) month and twelve (12) month faculty unit employees.
- 33.5 The following paid holidays, except as provided in provision 33.7 below, shall be observed on the day specified.
- a. January 1
  - b. Third Monday in January (Martin Luther King Jr. Day)
  - c. July 4
  - d. First Monday in September (Labor Day)
  - e. Thanksgiving Day
  - f. December 25
  - g. Any other day designated by the Governor for a public fast or holiday.
- 33.6 The paid holidays listed in this provision shall be officially observed on the day specified unless they fall on a Saturday or Sunday, or are rescheduled by the President for observance on another day.

- a. Third Monday in February (Washington's Birthday)
- b. February 12 (Lincoln's Birthday)
- c. Last Monday in May (Memorial Day)
- d. Admission Day
- e. Second Monday in October (Columbus Day)
- f. November 11 (Veterans' Day)

33.7 Any paid holiday listed in this Article which falls on a Saturday shall be observed on the preceding Friday. Any paid holiday listed in this Article which falls on a Sunday shall be observed on the following Monday.

33.8 A faculty unit employee in pay status on the day a paid holiday is officially observed shall be entitled to their normal pay for that day. An employee on a leave of absence without pay or other non-pay status on a day a holiday is officially observed shall not be entitled to the holiday.

33.9 If a paid holiday falls on a scheduled workday during the faculty unit employee's vacation or within a period of absence chargeable to sick leave, the faculty unit employee will not be charged sick leave or vacation time.

33.10 A faculty unit employee who is authorized to work and works on the day a holiday is observed is entitled to a maximum of eight (8) hours holiday compensating time off (CTO). This provision provides the only conditions under which an employee may be compensated by holiday CTO. Such earned holiday CTO shall be scheduled by mutual agreement of the faculty unit employee and the appropriate administrator.

33.11 If the first working day of a new faculty unit employee is preceded by a holiday, the faculty unit employee shall not be entitled to the holiday.

## ARTICLE 34

### VACATION

- 34.1 The provisions of this Article apply only to faculty unit employees in classifications which indicate a ten (10) month or twelve (12) month work year.
- 34.2 The provisions of this Article do not apply to faculty unit employees in classifications which indicate an academic work year or to faculty unit employees in classifications which indicate a casual employment employee.

#### Vacation Credit

- 34.3 Full-time ten (10) month and twelve (12) month faculty unit employees shall be entitled to sixteen (16) hours [two (2) days] vacation credit for each qualifying month of service. Ten (10) month and twelve (12) month faculty unit employees who work less than full-time shall be entitled to vacation credit on a pro rata basis.
- 34.4 For purposes of computing vacation credit, a faculty unit employee who works eleven (11) or more days in a monthly pay period is considered to have completed a month, a qualifying month of service, or continuous service. When an absence without pay of more than eleven (11) consecutive working days falls into two (2) consecutive qualifying pay periods, one (1) of the pay periods is disqualified.
- 34.5 An authorized leave of absence without pay shall not be considered service for the purposes of vacation accrual.
- 34.6 Vacation credits are cumulative to a maximum of three hundred and twenty (320) working hours for ten (10) or less years of qualifying service or four hundred and forty (440) working hours for more than ten (10) years of such service. Accumulations in excess of this amount as of January 1 of each year shall be forfeited by the faculty unit employee.
- 34.7 After one (1) full year of employment, a faculty unit employee shall take at least forty (40) hours of vacation each calendar year. Any part of the forty (40) hours not taken during the calendar year shall be forfeited as of January 1 of the subsequent year.
- 34.8 The President may permit a faculty unit employee to carry over more than allowable credits pursuant to provision 34.6 or waive provision 34.7 of this Article when the faculty unit employee was prevented from taking enough vacation to reduce the credits because the faculty unit employee:

- a. was required to work as a result of fire, flood, or other extreme emergency;
- b. was assigned work of priority or critical nature over an extended period of time;
- c. was absent on full salary for compensable injury; or
- d. was prevented from using vacation previously scheduled to be taken in December because of being on paid sick leave.

34.9 A faculty unit employee shall not take vacation until completion of one (1) month in work status.

34.10 Requests for scheduling vacation shall be submitted in writing to the appropriate administrator at least thirty (30) days in advance. The scheduling of vacation may also arise from the needs of the institution. Vacations shall be taken as authorized by the President. Vacations shall be scheduled by mutual agreement of the faculty unit employee and appropriate administrator whenever possible. When authorized to do so by the appropriate administrator, a faculty unit employee may take vacation without submitting such a request.

## ARTICLE 35

### OUTSIDE EMPLOYMENT

35.1 Outside employment shall not conflict with normal work assignments or satisfactory performance of all duties of the faculty unit employee.

35.2 Upon written request directed to an individual full-time faculty unit employee by the appropriate administrator, the faculty unit employee shall provide a written statement of the amount and approximate distribution of time devoted to continuous outside employment during the academic term to which he/she has been appointed. Such requests may be made when the appropriate administrator has determined that such information is necessary to ascertain compliance with provision 35.1 of this Article.

## ARTICLE 36

### ADDITIONAL EMPLOYMENT

- 36.1 Additional employment shall refer to any employment compensated by CSU, funded by the general fund or non-general funds including CSU auxiliaries, that is in addition to the primary or normal employment of a faculty unit employee.
- 36.2 If a faculty unit employee holds more than one appointment, primary or normal employment of the faculty unit employee shall refer to an appointment of more than a fifty percent (50%) timebase. If no appointment is greater than a fifty percent (50%) timebase, the normal employment shall refer to the appointment deemed normal by CSU.
- 36.3 A faculty unit employee shall inform the President, at the time of appointment, of any appointments elsewhere in CSU.
- 36.4 The "25% overage" as used in this Article, shall be calculated as a percentage of full-time workload or, when appropriate, full-time timebase. The total additional employment of a faculty unit employee shall not exceed a total of twenty-five percent (25%) overage.

#### Limitation on Additional Employment

- 36.5 A faculty unit employee shall be limited in CSU employment to the equivalent of one (1) full-time position in his/her primary or normal employment. An "overage" of 25% of a full-time position shall be allowed if the overage employment: (a) consists of employment of a substantially different nature from his/her primary or normal employment; (b) is funded from non-general fund sources; or (c) is the result of the accrual of part-time employment on more than one campus.

#### Applicable Time Periods for Limitations on Additional Employment

- 36.6 The applicable time period for twelve (12) month faculty unit employees shall be the calendar year, exclusive of the faculty unit employee's earned vacation periods.
- 36.7 The applicable time period for ten (10) month or academic year faculty unit employees shall be the academic year at semester/quarter campuses and the individual's academic year at QSYRO campuses, exclusive of time periods between academic years, time periods between academic terms, and the vacation periods of a faculty unit employee.

## ARTICLE 37

### SAFETY

- 37.1 The CSU recognizes the importance of procedures for the protection of health and safety of faculty unit employees. The CSU shall endeavor to maintain conditions which are conducive to the health and safety of the employees. The CSU shall endeavor to ensure that faculty unit employees will not be required (a) to work in unsafe conditions or (b) to perform tasks that endanger their health or safety.
- 37.2 Safety equipment shall be provided to a faculty unit employee when it is deemed necessary by the President to maintain safe and healthful conditions.
- 37.3 A faculty unit employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices.
- 37.4 A faculty unit employee who observes or detects any safety hazard shall report it to the appropriate administrator as soon as possible. All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.
- 37.5 Recommendations and suggestions regarding safety and requests for safety equipment presented by a faculty unit employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.
- 37.6 When a faculty unit employee believes in good faith that he/she is being required to work under unhealthy or unsafe conditions, he/she shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions and shall immediately communicate with the faculty unit employee as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.
- 37.7 A faculty unit employee may request a temporary reassignment when he/she believes in good faith that his/her present assignment presents a clear danger to his/her health and safety. The appropriate administrator shall promptly respond to such a request. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary reassignment shall continue until a remedy is implemented.

- 37.8 One employee from the bargaining unit shall be designated by CFA to represent the safety interest of employees in the bargaining unit. Such representation shall be by membership on the existing campuswide safety committee. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campuswide safety committee when appointed by means other than those provided in this provision.

## ARTICLE 38

### LAYOFF

#### Determination of the Necessity to Lay Off

- 38.1 The necessity for layoff of faculty unit employees shall be determined by the Employer on the basis of whether there exists, on a particular campus, a lack of work or lack of funds, or a programmatic change. Upon such a determination, the procedures of this Article shall apply.
- 38.2 Considerations in making such a determination shall include but not be limited to student enrollment data and projections, available funds, and scheduled curricular and program changes.

#### Exclusive Representative Notification and Representation

- 38.3 When the CSU determines that there may be a need for implementation of any layoff procedures outlined in this Article, the CSU shall notify CFA. The CSU agrees to immediately meet and confer with the CFA on the bargaining unit impact.
- 38.4 Upon request of CFA, relevant information regarding the layoff shall be provided by the CSU in a timely manner. Such information may include, but shall not be limited to, current student/faculty ratios, enrollment trends and projections, scheduled campus organizational changes, and scheduled curricular and program changes.
- 38.5 Within seven (7) days of notification to CFA of a potential layoff, CFA may request to consult pursuant to HEERA on alternatives to layoff. Such consultation session(s) shall take place within thirty (30) days of the request.
- 38.6 The following voluntary programs to avoid layoff shall be made available pursuant to this Agreement and program requirements. Such programs shall include but not be limited to:

- a. leaves of absence without pay, pursuant to Article 22;
- b. voluntary reduced timebase;
- c. temporary reassignment, full or partial;
- d. visiting appointments on another campus;
- e. extension appointments to augment reduction in timebase;
- f. voluntary retirement;
- g. early entry in the PRTB, pursuant to Article 30;
- h. difference in pay leaves, pursuant to Article 28;
- i. sabbaticals, pursuant to Article 27.

Unit of Layoff

- 38.7 For faculty employees, the unit of layoff shall be by department or equivalent unit.
- 38.8 For librarians, the unit of layoff shall be the library.
- 38.9 For coaches, the unit of layoff shall be by classification title and coaching specialty, regardless of work year.
- 38.10 For counselors, the unit of layoff shall be by classification title and specialty, regardless of work year.

Order of Layoff

- 38.11 The order of layoff within a unit of layoff designated by the President for a reduction in force shall be:
  - a. first, less than full-time temporary faculty unit employees;
  - b. next, full-time temporary faculty unit employees;
  - c. next, faculty on the Faculty Early Retirement Program;
  - c. next, full-time probationary faculty unit employees;
  - d. last, tenured faculty unit employees.
- 38.12 Non-reappointment of a temporary faculty unit employee or non-retention of a probationary faculty unit employee shall not constitute layoff.



Temporary Faculty Unit Employees: Order of Layoff

- 38.13 The President shall establish the order of layoff for less than full-time temporary faculty unit employees in a unit of layoff and full-time temporary faculty unit employees in a unit of layoff by considering only the non-ordered following factors:
- a. academic/professional specialization and qualifications needed for the program of the department or equivalent unit;
  - b. affirmative action needs of the campus and the affected department;
  - c. merit based on information in the Personnel Action File.

Probationary Faculty Unit Employees: Order of Layoff

- 38.14 The President shall establish the order of layoff for probationary faculty unit employees in a unit of layoff by considering only the following non-ordered factors:
- a. academic/professional specialization and qualifications needed for the program of the department or equivalent unit;
  - b. affirmative action needs of the campus and the affected department;
  - c. merit based on information in the Personnel Action File;
  - d. seniority points earned.

Tenured Faculty Unit Employees: Order of Layoff

- 38.15 The President shall establish the order of layoff for tenured faculty unit employees in a unit of layoff by reverse order of seniority. Tenured faculty unit employees holding a joint appointment in more than one (1) department or equivalent unit shall have full seniority rights in each of the departments to which the individual has been jointly appointed.

Tie-Breaking in the Order of Layoff

- 38.16 A tie exists when two (2) or more tenured faculty unit employees in a unit of layoff have the same number of seniority points.
- 38.17 The President shall break ties in the order of layoff by considering only the following non-ordered factors:
- a. affirmative action needs of the campus and affected department;

- b. relative merit, which shall be indicated, for the purpose of this provision, by the higher academic rank.

If ties still exist after the President has considered those factors, the order shall be determined by lot.

#### Exceptions to the Order of Layoff

- 38.18 A faculty unit employee may be excluded from the order of layoff only as provided in provision 38.19.
- 38.19 The faculty unit employee shall possess a demonstrable academic/professional specialization needed for the current program of the affected department or equivalent unit. This academic/professional specialization is not possessed by the remaining faculty unit employees in the affected department. Such an academic/professional specialization is of a primarily non-interchangeable nature.

#### Notice of Layoff

- 38.20 The following requirements for notice of layoff in event of lack of funds or lack of work shall serve as the minimum requirement for the date of notice. The CSU shall endeavor to provide earlier notification of layoff than that required, whenever possible.
  - a. A temporary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than forty-five (45) days prior to the effective date of layoff.
  - b. A tenured faculty unit employee participating in FERP who is to be laid off shall receive notice of layoff from the President no later than sixty (60) days prior to the effective date of layoff.
  - c. A probationary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than ninety (90) days prior to the effective date of layoff.
  - d. A tenured faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than one hundred and eighty (180) days prior to the effective date of layoff.
- 38.21 The following requirements for notice of layoff in event of programmatic change shall serve as the minimum requirement for the date of notice. The CSU shall endeavor to provide earlier notification of layoff than that required, whenever possible.

- a. A temporary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than sixty (60) days prior to the effective date of layoff.
- b. A tenured faculty unit employee participating in FERP who is to be laid off shall receive notice of layoff from the President no later than ninety (90) days prior to the effective date of layoff.
- c. A probationary faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than one hundred twenty (120) days prior to the effective date of layoff.
- d. A tenured faculty unit employee who is to be laid off shall receive notice of layoff from the President no later than one (1) year prior to the effective date of layoff.

38.22 A written notice of layoff shall be served by certified mail, return receipt requested. Such notices shall be sent to the faculty unit employee at his/her address of record.

Computation of Seniority Points

38.23 All seniority points calculated for and earned prior to June 30, 1983, shall remain unchanged. Such seniority points shall serve as the base to which additional seniority points, computed for and earned pursuant to the terms of this Agreement, shall be added. The calculation of seniority points shall be brought up to date annually. The list of seniority points for tenured faculty in each department shall be available for examination in the office of the Dean or appropriate administrator. Seniority points become credited upon the granting of tenured status. Seniority points shall be calculated as follows:

- a. Seniority points shall be earned for time spent in service during consecutive academic or fiscal years on the campus from the time of initial academic appointment. This provision shall be applied on a pro rata basis for less than full-time service. Service in appointments to extension, summer session, special session, or as a casual employment employee shall not count as time served.
- b. The maximum seniority points that may be earned in one (1) year shall be twelve (12).
- c. For full-time academic year faculty unit employees, one and thirty-three hundredths (1.33) points shall be credited for each academic pay period in which the faculty unit employee is in pay status for one-half (1/2) or more of the scheduled academic work days.

- d. For full-time ten (10) month faculty unit employees, one point two (1.2) points shall be credited for each qualifying pay period in which the ten (10) month faculty unit employee is in pay status for eleven (11) work days or more in the pay period.
- e. For full-time twelve (12) month faculty unit employees, one (1) point shall be credited for each qualifying pay period in which the twelve (12) month faculty unit employee is in pay status for eleven (11) work days or more in the pay period.

38.24 The seniority points of a faculty unit employee shall not be affected when a department or program is abolished, reorganized, or renamed.

38.25 The seniority points of a non-faculty unit employee who exercises his/her retreat rights to the faculty unit shall be calculated in accordance with this Article. Seniority points of faculty unit employees or non-faculty unit employees earned while serving in the Chancellor's Office shall be counted upon exercise of retreat rights to the campus.

#### Options in Lieu of Layoff

38.26 In lieu of layoff, a tenured faculty unit employee who received a notice of layoff may request a temporary or permanent reassignment to another position on the campus for which he/she is qualified. In lieu of layoff, a probationary faculty unit employee who received a notice of layoff may request a temporary reassignment to another position on the campus for which he/she is qualified. In each case, a faculty unit employee may request a meeting with his/her appropriate administrator in order to discuss his/her qualifications for the new position; such request shall not be unreasonably denied. Failure to hold this meeting shall not prohibit the layoff from being implemented. All such requests shall be provided to the recipient department which shall make a recommendation to the President regarding the request. The granting of such a request shall be subject to approval of the President. A tenured or probationary faculty unit employee shall receive written notice of reassignment. A notice of temporary reassignment shall indicate the duration of such a reassignment.

38.27 In cases of temporary reassignment, the tenured or probationary faculty unit employee shall maintain his/her position in the order of layoff and recall.

38.28 In cases of permanent reassignment, acceptance of the reassignment by the tenured faculty unit employee shall be deemed a waiver of any recall rights with respect to his/her previous department assignment.

Such waiver shall be noted on any offer of permanent reassignment in lieu of layoff.

- 38.29 In cases of permanent reassignment, the tenured faculty unit employee shall maintain all seniority points previously earned. This provision may be waived if a permanent reassignment is granted pursuant to provision 38.30 below.
- 38.30 A permanent reassignment may be granted to a tenured faculty unit employee with permanent forfeiture of all or part of his/her seniority points. Such a permanent reassignment shall not be executed unless the faculty unit employee makes the request and provides a signed, written statement to the President indicating (a) the number of seniority points forfeited, (b) that the forfeiture is completely voluntary and binding, (c) that he/she has no right to restoration of such seniority points under any circumstances, and (d) that such a forfeiture shall not be cause to file allegations pursuant to Article 10 of this Agreement.
- 38.31 When departments, colleges, or other administrative units submit a proposal regarding a programmatic change or elimination which would result in the layoff of bargaining unit members due to programmatic change, the administrative unit shall attempt to include in such proposal, after consultation with the President or designee, those options, if any, to mitigate the layoffs. Such options may include placement of these faculty unit members in other positions at the University for which they are qualified, subject to applicable campus policies and procedures. The failure to identify options to mitigate potential layoffs shall not prohibit the proposal, including any resultant layoffs, from being implemented. This provision shall not be applicable to the layoff of faculty in cases where the programmatic change is due to either the lack of funds or lack of work.

#### Recall Rights and Opportunities

- 38.32 The President shall maintain a list of laid off faculty unit employees with effective dates of layoff for the following periods, or until the faculty unit employee returns to the position or comparable position with the same timebase as previously held, whichever is earlier:
- a. tenured faculty unit employees – five (5) years;
  - b. probationary faculty unit employees – years equal to time spent in probationary status, not to exceed five (5) years.
- 38.33 Position vacancies for which there are names of qualified individuals on the recall list shall not be filled without first making a written offer of employment by registered mail, return receipt requested, to those

on the list. Faculty unit employees shall be recalled in the reverse order of being laid off. Such offer must be accepted in writing within five (5) days of receipt. Employment may commence at the beginning of the next academic term (quarter, semester).

- 38.34 A tenured or probationary faculty unit employee recalled under the conditions of this Article shall retain all rights held prior to layoff. These rights shall include reemployment with the same status, service credit (subject to PERS regulations), salary steps, sick leave, and seniority points that he/she held at the date of layoff.
- 38.35 If an individual on the recall list declines two (2) offers of employment in the same or comparable position from which he/she was laid off, he/she waives recall rights. An individual on a recall list may request inactive status for up to one (1) year.

#### Reemployment Opportunities

- 38.36 The CSU shall make available information regarding employment opportunities of a similar nature to his/her current appointment at other CSU campuses.
- 38.37 A faculty unit employee undergoing layoff may apply for an employment vacancy for which he/she is qualified at any CSU campus.
- 38.38 A tenured or probationary faculty unit employee undergoing layoff shall be provided with job clearinghouse services upon his/her request. Such a request shall indicate the nature of desired future employment and the other CSU campuses at which future employment is desired. This information shall be provided to the campuses indicated and distributed to the appropriate departments or equivalent units so that an application, if any, of such a faculty unit employee may receive consideration.

#### General Provisions

- 38.39 A layoff shall refer to an involuntary separation or reduction in timebase pursuant to this Article.
- 38.40 No administrators may perform teaching duties in a department in which faculty unit employees are in layoff status who have not waived recall rights.
- 38.41 Upon approval of faculty unit employees in the unit of layoff, the provisions of this Article may be applied so as to reduce the timebase of the full-time faculty unit employees. Such reductions shall not affect probationary status or tenure or the provision of CSU benefits,

except for salary. All provisions of this Article shall apply to such reductions.

- 38.42 A department or equivalent unit may recommend to the President academic/professional specializations and qualifications needed for the program as the term is used in provisions 38.13, 38.14, and 38.19.
- 38.43 The unit of layoff for a faculty unit employee shall be the department or equivalent unit in which he/she held a primary TSA/SAD on June 30, 1983. Permanent reassignment to another department or equivalent unit shall inactivate this provision.
- 38.44 A request for permanent reassignment pursuant to provision 38.26 shall be deemed approved if such a request is made by a faculty unit employee who, on June 30, 1983, held a secondary TSA/SAD in the recipient department or equivalent unit for which the permanent reassignment is requested.
- 38.45 The assignment of an individual serving in an administrative position to full-time duties within the bargaining unit shall not be cause for layoff of any full-time employee in that department or equivalent unit.

## ARTICLE 39

### INTELLECTUAL PROPERTY RIGHTS

- 39.1 The CSU and the CFA recognize both that mutual benefits derive from the ongoing development and dissemination of intellectual properties in the CSU, and that to maximize these mutual benefits this Memorandum of Understanding encourages the allocation of intellectual property rights so as to optimally support the mutual interests of the university, faculty, staff and students. In keeping with this principle, the parties agree to the following provisions of this article.
- 39.2 All understandings contained herein are entered into both (a) notwithstanding the legal designation of ownership rights to such work of faculty bargaining unit employees, and (b) without prejudice to the future position of either the CSU or the CFA on the subject of whether works created by faculty bargaining unit employees in the course of normal faculty bargaining unit work pursuant to Article 20 of the Agreement constitute "works made for hire." In addition, nothing contained herein shall be interpreted to be a waiver of the right of either party to assert use rights to, or to assert ownership rights of, any materials created without extraordinary University support by faculty unit employees in the course of normal bargaining

unit work pursuant to Article 20 of the Agreement, regardless of whether that party has ever asserted a right of use or ownership in the past.

- 39.3 Faculty bargaining unit employees may use for non-CSU purposes materials created by them without extraordinary University support, if in the past the CSU has never disputed the use of such materials by faculty bargaining unit employees for non-CSU purposes. Such works may include, but shall not necessarily be limited to, lecture notes and materials, course syllabi, instructional text and manuscripts, software, or plans, patterns and works of art or design. Unless there is a separate individual agreement or past practice at a campus to the contrary, faculty bargaining unit employees shall be entitled to grant licenses or make assignments with respect to such materials to publishers and publishing agents, or any other third party.
- 39.4 By acknowledging in provision 39.3 above the historical faculty use of certain works and materials, neither the CSU nor the CFA (on behalf of any individual faculty bargaining unit employee) is waiving the right to assert use rights to, or to assert ownership rights of, materials created or used in existing or new and emerging media of expression, regardless of whether either party has ever asserted a right of ownership in the past.
- 39.5 Except as specified in provision 39.6 below, this Memorandum of Understanding applies only to those materials created by faculty unit employees in the course of normal faculty bargaining unit work pursuant to Article 20 of the Agreement, and which is created without extraordinary University support, and covers both any materials created prior to the date of this Memorandum of Understanding and any new materials created hereafter.
- 39.6 This Memorandum of Understanding does not apply to those materials created with extraordinary University support, which may be addressed by separate individual agreements at the campus. Such separate individual agreements shall not be subject to Article 10, Grievance Procedure, of the CSU/CFA Collective Bargaining Agreement.
- 39.7 This Memorandum of Understanding does not apply to materials created while employed in any non-faculty bargaining unit capacity, such as in the employ of any CSU auxiliary organization, even if the materials are created by an individual who is additionally employed in a faculty bargaining unit classification.
- 39.8 This Memorandum of Understanding does not apply to, and therefore cannot supersede, ownership agreements defined in the context of any sponsored grants or contracts.



- 39.9 This Memorandum of Understanding is subject to Article 10, Grievance Procedure, of the CSU/CFA Collective Bargaining Agreement.
- 39.10 Once any separate individual agreement between the University and an individual faculty unit employee has been concluded, it may be examined by the appropriate CFA chapter representative on any campus, provided that such agreement is examined in the presence of the appropriate administrator or designee, that no copies of the agreement are made, and that the CFA not disclose any information contained in the agreement.

#### ARTICLE 40

##### DURATION AND IMPLEMENTATION

- 40.1 This Agreement shall be effective upon its ratification by both parties. The Agreement shall remain in full force and effect up to and including June 30, 2001.
- 40.2 Written notice shall be given by either party seeking to commence negotiations on a successor contract no earlier than October 1, 2000, and no later than November 30, 2000. Written notice shall be given by either party seeking to commence reopener negotiations on salaries and benefits during each fiscal year of this Agreement no earlier than October 1 and no later than November 30 of the preceding fiscal year.
- 40.3 If the scope of bargaining under HEERA is expanded, the parties agree to reopen negotiations on any new mandatory subjects of bargaining.
- 40.4 Any term(s) of this Agreement that carries an economic cost shall not be implemented until the amount required therefor is appropriated and made available to the CSU for expenditure for such purposes. If less than the amount needed to implement this Agreement is appropriated and made available to the CSU for expenditure, the term(s) of this Agreement deemed by the CSU to carry economic cost shall automatically be subject to the meet and confer process.

## **Supplemental Agreements and Letters of Contractual Intent**

The parties hereby agree that the following supplemental agreements and letters of contractual intent shall remain in effect for the duration of this agreement or for the specific periods, if any, noted on those documents.

<u>Date</u>	<u>Subjects</u>
05/16/85	Benefits for Part-Time Employees
07/26/85	Health Benefits for faculty at Two Campuses
12/29/86	CSU Summer Arts Institute
01/27/87	CPEC-Related Issues
02/09/87	Level II Grievance Meetings
08/06/87	Status of Interpretive Agreements
08/17/87	FERP Vision Care and Sabbaticals for Coaches
08/20/87	FERP Vision Care and Sabbaticals for Coaches
08/27/87	CFA Attendance at BOT Meetings
08/27/87	CFA Access to Information for Representation
08/27/87	CFA Representation on System Committees
08/28/87	CSU AIDS Policy
09/03/87	Faculty Development Funding and Procedures
02/18/88	Faculty Participation in Public Schools
05/12/88	Discretionary Funds
08/30/88	Faculty Mentoring Program
03/19/91	Graduate Teaching Assistants
07/31/91	Forgivable Loan Program
08/01/91	CFA Access to Faculty Status Information
10/06/95	Service Salary Increase Eligibility Pursuant to Provisions 31.43
10/16/95	Unit Modification Excluding Coaching Employees
10/16/95	Article 20 Changes
06/04/99	1998/99 Promotion Step Increases and 1999/2000 General Salary Increase
06/04/99	Contract Interpretation Issues
06/04/99	Fiscal years 1999/2000 and 2000/01 Compensation
06/16/99	Grievance Procedure
	California Maritime Academy Agreement

---

PUBLIC EMPLOYEES' RETIREMENT SYSTEM  
400 "P" Street, P.O. Box 734  
Sacramento, California 95814  
Telephone: (916) 323-2995

May 16, 1985

Paul B. Worthman  
Assistant General Manager  
California Faculty Association  
8939 S. Sepulveda Blvd., Suite 233  
Los Angeles, CA 90045

Dear Mr. Worthman:

Reference is made to your letter May 1, 1985 concerning information regarding benefits for part-time employees.

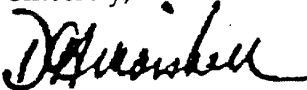
For benefit purposes under the Public Employees' Medical and Hospital Care Act, employees of the California State University and College system (CSUC) are viewed to be State employees. This is based upon Section 2275 (I) of the Government Code which defines employer as: "the State, any contracting agency employing an employee, and any agency which has elected to become subject to this part. . .".

So viewed CSUC employees may combine appointments to satisfy the length of appointment and half-time base requirements for eligibility for health benefits. Combined appointments must run concurrent in excess of six months, while combined time-base must equal at least half-time. As you know once the time-base falls below half-time, the employee becomes ineligible.

As for the Union and a campus or the CSUC system mutually agreeing to provide health benefits to faculty members who do not qualify for health benefits under the Public Employees' Medical and Hospital Care Act, the statutes are silent on this subject.

For that reason I suggest that you ask that question of Mac McCarty of the Chancellor's Office.

Sincerely,



D. H. Marshall, Chief  
Health Benefits Division

cc: Mac McCarty

# THE CALIFORNIA STATE UNIVERSITY

AKERSFIELD CHICO DOMINGUEZ HILLS FRESNO FULLERTON HAYWARD HUMBOLDT  
MENDOTA SACRAMENTO SAN BERNARDINO SAN DIEGO SAN FRANCISCO SAN JOSE



LONG BEACH LOS ANGELES NORTHBRIDGE  
SAN LUIS OBISPO SONOMA STANISLAUS

OFFICE OF THE CHANCELLOR  
(213) 590-5601

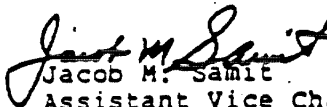
July 26, 1985

Mr. Edward Purcell  
General Manager  
California Faculty Association  
8939 South Sepulveda Boulevard, Suite 233  
Los Angeles, California 90045

Dear Ed:

This communication shall serve to confirm our understanding concerning eligibility for health benefits for individuals holding appointments at more than one CSU campus. The interpretation from PERS received by CFA as expressed in the May 16, 1985 letter from D.H. Marshall is appropriate and shall be implemented.

Sincerely,

  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

JMS:kmr

AAUP  
CTA/NEA  
CSEA/SEIU/AFL-CIO



## CALIFORNIA FACULTY ASSOCIATION

8939 S. Sepulveda Boulevard, Suite 508, Los Angeles, CA 90045 • (213) 641-4430

December 29, 1986

Mr. Jacob Samit, Employee Relations  
The California State University  
400 Golden Shore  
Long Beach, California 90802-4275

Dear Mr. Samit:

I believe that your suggestion that we convene a meeting to finalize an agreement concerning the CSU Summer Arts Institute is well taken. I cannot act with finality until outstanding questions are answered (and documents examined), and this may be best accomplished by interaction with the director of the program.

In general, these areas of agreement appear to exist:

- 1) CFA has no objection to the use of weekly and daily salary rates for Summer Arts Institute faculty that are appropriately derived from the rates presently appearing in the MOU.
- 2) Similarly, we have no objection to the appropriate use of State room, board and travel reimbursements for those who do not live physically proximate to the site of the Institute.
- 3) Any CSU Bargaining Unit 3 employee appointed to work at the Institute must be considered a member of the bargaining unit during the course of that employment pursuant to Article 1 and should be treated accordingly for all terms and conditions of employment specified in the MOU.
- 4) Non-CSU employees appointed to work at the Institute as "instructors of record" will be considered as part of the bargaining unit.
- 5) Non-CSU employees appointed to work at the Institute in a capacity other than "instructor of record" will not be considered part of the unit unless appointed for 60 days or more pursuant to Article 1 of the contract.
- 6) If agreement on specifics can be reached, said agreement should be effective with Summer Arts Institute 1987.

Please provide me with a list of possible meeting dates as soon as possible so that they may be appropriately scheduled.

Very truly yours,

Edward R. Purcell  
General Manager

ERP/mb

xc: Ann Shadwick

# THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT • LONG BEACH  
SACRAMENTO • SAN BERNARDINO • SAN DIEGO • SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO



LOS ANGELES • NORTHRIDGE • POMONA  
SAN MARCOS • SONOMA • STANISLAUS

OFFICE OF THE CHANCELLOR

TELEPHONE (213) 590-5601

TELEFAX:

January 27, 1987

Mr. Edward Purcell, General Manager  
California Faculty Association  
8939 South Sepulveda Boulevard, Suite 520  
Los Angeles, California 90045

Dear Mr. Purcell:

I believe we have reached an agreement on the subject of CPEC-related issues. Since our understandings are based on several letters and phone conversations, it might be profitable to list these points in one place.

1. CFA will be informed of the CSU's activities in collecting salary data from the comparison institutions and will be provided copies of all correspondence seeking such data at the time it is sent to those institutions.
2. CFA will be given copies of the data at the time it is received by the CSU and such data will be identified by the name of the institution. CFA may make public use of data not attributed by institutions.
3. Following collection of the raw salary data, CFA and CSU technical experts will have the opportunity to meet to analyze the data. Such meetings shall occur before any data or reports are forwarded to CPEC, and shall be held to permit the participants to understand each other's interpretation, and to explore the possibility of joint support for the presentation to CPEC.

Should the CFA not wish to meet with the CSU technical experts, or should attempts to achieve joint support for a presentation fail, the CSU will provide the data to CPEC in accordance with the methodology approved by the Board of CPEC. Should such joint support not be possible for any reason, the CFA shall have the right to forward to CPEC, prior to the adoption of any figure describing a "salary lag" or "salary differential," its own interpretation of the numbers.

Mr. Ed Purcell  
Page 2  
January 27, 1987

4. Nothing in this effort shall preclude either the CSU or CFA from seeking additional salary appropriations from the Legislature beyond that necessary to fund the CPEC lag figure. Nothing shall require either party to seek such additional funding, except that both parties recognize their mutual obligation to seek whatever funding is necessary to fully implement any collective bargaining agreement, regardless of what the CPEC data indicate.
5. The CSU shall notify the CFA of meetings convened by CPEC for the purpose of discussing any aspect of the salary survey process, and shall include CFA as a member of its delegation to any such meetings. CFA shall, as previously stated, receive copies of all correspondence with CPEC and with the comparison institutions related to the salary survey.
6. The provision of data in accordance with this agreement shall not prejudice the CSU's position in any appeal of the decision in unfair practice case number LA-CE-150-H, with such an appeal serving to seek a final determination of precisely what data the CSU is required to provide to CFA by statute.
7. This agreement shall be for this year only; that is, for data currently collected for possible consideration by the Governor and Legislature in connection with appropriations for the 1987/88 fiscal year. The agreement may, by mutual agreement, be continued from year to year, be altered to the parties' satisfaction, or, at the option of either party, be dropped at the end of this year.

I believe this is our agreement, on the basis of which CFA has been provided data identified by institution, and a meeting held between Paul Worthman of CFA and Thierry Koenig of the CSU. Please let me know if this is so, or if there is any question or disagreement on your part.

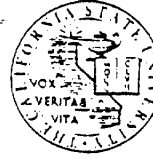
Sincerely,

  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

JMS:mw

# THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD · CHICO · DOMINGUEZ HILLS · FRESNO · FULLERTON · HAYWARD · HUMBOLDT  
MONTANA · SACRAMENTO · SAN BERNARDINO · SAN DIEGO · SAN FRANCISCO · SAN JOSE



LONG BEACH · LOS ANGELES · NORTHRIDGE  
SAN LUIS OBISPO · SONOMA · STANISLAUS

OFFICE OF THE CHANCELLOR  
(213) 590-5601

February 9, 1987

Mr. Paul B. Worthman  
Associate General Manager  
California Faculty Association  
8939 South Sepulveda Boulevard, Suite 508  
Los Angeles, California 90045

Dear Paul:

This communication shall serve to memorialize our agreement regarding the extension of time limits to convene Level II grievance meetings.

The parties hereby mutually agree to extend the time limits to schedule Level II meetings required by provision 10.17 of the Agreement to the next regularly scheduled meeting between CFA's Level II representatives and the designated CSU representative, provided that such an extension shall not exceed thirty (30) days from the date of the Level II filing. The parties may also, pursuant to provision 10.20a, mutually agree to other and/or additional extensions of time limitations.

If the above does not accurately reflect our understanding, please contact me at once.

Sincerely,

A handwritten signature in dark ink, appearing to read "Frank".

Frank C. Gerry  
Administrator  
Employee Relations

FCG:mw

cc: Mr. Jacob M. Samit



# THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD CHICO DOMINGUEZ HILLS FRESNO FULLERTON HAYWARD HUMBOLDT  
PHOENIX SACRAMENTO SAN BERNARDINO SAN DIEGO SAN FRANCISCO SAN JOSE



LONG BEACH LOS ANGELES NORTHRIDGE  
SAN LUIS OBISPO SONOMA STANISLAUS

OFFICE OF THE CHANCELLOR  
(213) 590-5601

August 6, 1987

Mr. Edward Purcell, General Manager  
California Faculty Association  
8939 South Sepulveda Boulevard, Suite 508  
Los Angeles, California 90045

Dear Ed:

This letter shall serve as further response to your communication of March 20, 1987, regarding jointly agreed-upon interpretations which have developed over the past years. A recent discussion with Paul Worthman jogged my memory concerning a series of interpretations agreed upon by my predecessor, Thomas Lambre, and CFA past president, William Crist, which I believe continue to be of benefit to the parties.

These interpretations can be found in an exchange of letters between Lambre and Crist on December 8, 1983, and January 5, 1984. I believe that in bargaining we did address and resolve those issues related to sabbatical eligibility, sick leave and faculty office hours. I do, however, believe several other of these agreements ought to remain valid. Specifically, and quoting from the attachment to Lambre's letter of December 8, 1983 (attached), these are:

#### Workload

1. Faculty unit employees shall be provided the opportunity to volunteer for overload and substitute assignment without compensation pursuant to Article 20 (20.12 and 20.19). A form shall be available to accomplish this purpose. Note: The provision references may be outdated and incorrect.

#### Peer Review Committee Service

2. The department peer review committees and higher level peer committees elected pursuant to provision 15.35 shall be authorized to invite other faculty unit employees and academic administrators to serve as liaisons to the committee and participate in the deliberations of the

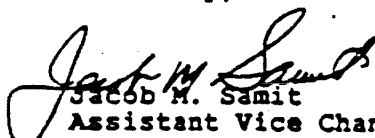
Mr. Edward Purcell  
Page Two  
August 5, 1987

committee. Only duly elected members of a peer review committee may vote.

3. Faculty may serve on more than one level of peer review pursuant to provision 15.35 provided that each peer review committee is considering a different questions (i.e. promotion, tenure, retention).

I again suggest that it is in the best interest of all that we obtain closure on those understandings which still pertain. Please let me know your thoughts on this matter.

Sincerely,

  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

JMS:zmv

AAUP  
CTA/NEA  
CSEA/SEIU/AFL-CIO



# CALIFORNIA FACULTY ASSOCIATION

8939 S. Sepulveda Boulevard, Suite 508, Los Angeles, CA 90045 • (213) 641-4430

August 17, 1987

Jacob Samit  
Assistant Vice-Chancellor  
Employee Relations  
The California State University  
400 Golden Shore  
Long Beach, California 90802-4275

Dear Jack:

This will confirm our several conversations concerning two clarifications of language appearing in the new collective bargaining language:

1. FERP employees will be made eligible for vision care insurance as of January 1, 1988. (I would appreciate some paper work on this issue from you such as a notice to campuses about enrollment.)
2. The modified eligibility language for sabbatical leaves in Article 27.2 was not intended to apply to athletic coaches.

If you have any questions, please contact me.

Very truly yours,

*Edward R. Purcell*  
Edward R. Purcell  
General Manager

ERP:vu

cc: Paul Worthman

CHA87804

# THE CALIFORNIA STATE UNIVERSITY

YUKERSFIELD · CHICO · DOMINGUEZ HILLS · FRESNO · FULLERTON · KAYWARD · HUMBOLDT  
MORONA · SACRAMENTO · SAN BERNARDINO · SAN DIEGO · SAN FRANCISCO · SAN JOSE



LONG BEACH · LOS ANGELES · NORTHOLIDGE  
SAN LUIS OBISPO · SONOMA · STANISLAUS

OFFICE OF THE CHANCELLOR  
(213) 590-5601

August 20, 1987

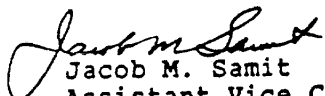
Mr. Edward Purgell, General Manager  
California Faculty Association  
8939 South Sepulveda Boulevard, Suite 508  
Los Angeles, California 90045

Dear Ed:

Thank you for the letter about the eligibility of coaches for sabbatical leaves. Enclosed is the Technical Letter which was sent out to implement the vision care insurance both for the FERP participants and for lecturers. In both cases, since these people are not on the payroll all year, the insurance will be arranged for through a one-time payment during the period when they are on the payroll.

FERP participants should be signing up during January; as you will note, the forms must be in to the Controller by February 10 in order to have the insurance effective March 1.

Sincerely,

  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

JMS:rw

Enclosure

August 27, 1987

#### SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of The California State University ("CSU").

1. CSU agrees that as soon as the agenda for future meetings of its Board of Trustees (Board) is ready and being distributed to the Trustees, CSU will give CFA notice thereof by telephone. CFA, upon receipt of such notice, shall have the right to require CSU to deliver a copy of said agenda to CFA forthwith by express mail or make arrangements with CSU for CFA to have a copy of said agenda to promptly be picked up by CFA at CSU's Chancellor's Office.
2. In instances where CFA receives a meeting agenda or notice 48 hours in advance of a scheduled meeting, CFA agrees that it will provide CSU with written notice delivered to CSU not less than 48 hours in advance of the Board meeting to be held in accordance with said agenda, of (a) the topic(s) on which CFA seeks to address the Board and (b) the names of the CFA representative(s) who are seeking to address the Board on such topic(s). As used in this Agreement, all references to meetings of the Board of Trustees, or Board, shall be deemed to include meetings of the Board, plenary sessions of the Board, meetings of the Board as a Committee of the Whole and meetings of any of the standing committees established by the Board. This Agreement shall not be applicable to any of said meetings which are closed to the public.
3. Provided any matters affecting conditions of employment of employees represented by CFA are contained in said agenda, CSU agrees to arrange released time for up to three CFA representatives specified in the notice set forth in paragraph 2 above and will allow said representatives to address the Board on such matters. Such released time will be granted for the full two-day period of the Trustees' regular meeting. CSU agrees, for the purposes of this paragraph 3 only, that it will liberally construe the term "matters affecting conditions of employment," and that the term is to be given a broader construction by CSU than the term "scope of representation." Such construction shall not be evidence of CSU's interpretation of either of those terms for any other purpose.

CSU shall not be obligated to grant released time if no matters which affect the conditions of employment of CSU employees represented by CFA are scheduled for consideration on said agenda. In this case, the rights and the number of CFA speaker(s) to address the Board shall be governed by Article X of the Rules of Procedure of the

Board of Trustees of The California State University, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

4. CFA agrees to exercise both its statutory right and its right under Exhibit "A" to address CSU's Board in a manner consistent with the timely and orderly conduct of Board meetings and subject to reasonable parliamentary rules which the Board may from time to time establish.
5. The parties agree that CFA's speaking rights will not be used by either party to serve as a substitute for or to circumvent its statutory obligation to engage in collective bargaining.
6. If a dispute arises between the parties concerning this Agreement, the parties agree to meet in good faith and discuss said dispute prior to instituting arbitration. If the dispute cannot be amicably resolved by the parties, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The expedited arbitration procedures of the AAA shall be used whenever a speaking right can be resolved by arbitration prior to final action by the Board on the issue involved.

It is expressly understood and agreed by the parties that the arbitrator's jurisdiction shall be limited to the interpretation and enforcement of this Agreement. The arbitrator shall have no jurisdiction to make a binding interpretation of, or to enforce, any provision of HEERA.

7. This Agreement, unless modified by agreement of the parties, shall remain in effect while CFA is the exclusive representative of Unit 3.

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

By Paul B. Worthman (7/31/91)  
Name PAUL B. WORTHMAN  
Title Associate General Manager

CALIFORNIA STATE UNIVERSITY

By Jacob M. Samit (7/31/91)  
Name JACOB M. SAMIT  
Title Assistant Vice Chancellor  
Employee Relations

The Board of Trustees approved the following resolution:

THE RULES OF PROCEDURE OF THE BOARD OF TRUSTEES OF  
THE CALIFORNIA STATE UNIVERSITY

ARTICLE X —  
RECOGNITION OF OUTSIDE SPEAKERS

Members of the public shall have the right to address the Board on items which are within the jurisdiction of the Board with proper notice. Individuals or organizational spokespersons wishing to appear before a committee of the Board or before the Board during a plenary session shall provide written notice stating the time necessary for the presentation and the reason for a personal appearance. Such notice would have to be received by the Secretariat of the Trustees no later than the last working day preceding the regularly scheduled meeting of the Committee or two working days preceding the regularly scheduled meeting of the Board at which permission is sought to make such presentations. The Chair of the Committee or the Chair of the Board will inform the Committee or Board of the Chair's decision regarding any restrictions on the presentations, such as the time limit or number of speakers. Should a member of the Committee or of the Board disagree with the Chair's restrictions, that Trustee may introduce a motion reversing or amending the Chair's decision. The motion shall require a second, be debatable, be amendable, and take a majority to pass.

Individuals or organizational spokespersons wishing to appear before a committee or before the Board during a plenary session without submitting a written notice prior to the meeting may seek recognition by the Chair during the Committee or Board meeting. Should the Chair decide not to recognize the person seeking the floor, the Chair will announce his/her decision and then would be subject to a motion to appeal the decision of the Chair. Such a motion shall require a second and take a majority vote of the members of the Committee or Board present and voting.

Spokespersons for CSU constituencies (Alumni Council, California State Student Association, and the Academic Senate CSU) shall not be subject to this policy.

August 27, 1987

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of The California State University ("CSU").

1. CSU recognizes that CFA, in the course of exercising its responsibilities and rights as the exclusive representative of its bargaining unit employees, will need access to various CSU records and information relevant to CFA's responsibilities to represent members of the bargaining unit. CSU agrees to comply with provisions of the Public Records Act (Government Code Section 6250 et seq.) and HEERA which provide CFA with rights of access to many CSU records and information. CFA recognizes that CSU may not be required to provide access to some records and information for various legal and practical concerns, e.g. privacy, privilege, confidentiality irrelevance, undue burden, and lack of information.
2. On occasion, disputes have arisen between the parties regarding CSU's records and information access policy and procedures which should be followed with respect to CFA records and information requests. In order to clarify and improve the procedures for records and information access, CFA and CSU agree to follow the procedures described in Paragraph 3 of this Agreement.
3. In order to promote better communications, requests for records and information by CFA will normally be made to a representative of the Employee Relations Department of the Chancellor's Office. CFA will indicate in each request whether the request is made pursuant to HEERA or the Public Records Act. CSU may ask for a meeting to discuss CFA's request. When asked by CSU to discuss the request, CFA agrees to meet with CSU. CFA will explain to CSU the type of records and information it is requesting and the purpose of the request. CSU will discuss what it will be able to provide. CFA and CSU will try to come to agreement on a satisfactory response by CSU to CFA's request.
4. If the parties are unable to amicably resolve any dispute arising hereunder, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. In any arbitration proceeding, the arbitrator may decide any and all issues related to the appropriateness of CFA's information request and CSU's



response. This process is intended to be the sole recourse by the parties to resolve disputes under this agreement.

5. This Agreement shall apply to all requests for records and information made by CFA.

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

By: Paul B. Worthman (7/31/91)  
Name PAUL B. WORTHMAN  
Title Associate General Manager

CALIFORNIA STATE UNIVERSITY

By: Jacob M. Samit (7/31/91)  
Name JACOB M. SAMIT  
Title Assistant Vice Chancellor  
Employee Relations

August 27, 1987

### SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of the California State University ("CSU").

NOW THEREFORE, the parties agree as follows:

1. Whenever the CSU creates a systemwide committee which deals with matters affecting conditions of employment of employees represented by CFA, and invites a member or members of CFA's bargaining unit to sit on the committee, the CSU shall, at the request of CFA, invite an additional member of the bargaining unit selected by CFA, to sit on such committee.
2. CSU shall promptly notify CFA of all systemwide committees which it establishes which include a member of the bargaining unit.
3. For the purposes of this Agreement "member of the bargaining unit" includes unit members who serve on committees as a result of their positions in the Academic Senates of the CSU. This Agreement shall not however apply to committees established by the Academic Senate, rather than by CSU management, or to committees consisting solely of CSU management or other non-CFA bargaining unit members.
4. CFA shall bear the cost connected with any unit member it designates to participate as a member of such committees, except that CSU shall excuse such designees from work assignments, without a loss of compensation in order to attend the meetings, in the same manner as for its appointees. CFA shall be responsible for all travel and accommodation expenses of its designees.
5. If a dispute arises under this Agreement, the parties agree to meet and discuss the issues, prior to resorting to arbitration. If the dispute cannot be amicably resolved by the parties, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. It is expressly understood and

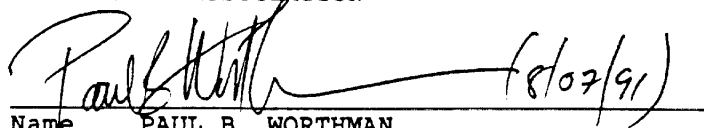
agreed by the parties that the arbitrator's jurisdiction shall be limited to the interpretation and enforcement of this Agreement. The arbitrator shall have no jurisdiction to make a binding interpretation of, or to enforce, any provision of HEERA.

6. This Agreement shall continue for the life of the current Agreement between CFA and CSU.

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

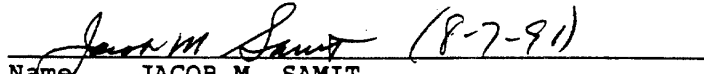
By:

 (8/07/91)

Name PAUL B. WORTHMAN  
Title Associate General Manager

CALIFORNIA STATE UNIVERSITY

By:

 (8-7-91)

Name JACOB M. SAMIT  
Title Assistant Vice Chancellor  
Employee Relations

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of the California State University ("CSU").

RECITALS

1. On or about September 22, 1986, CFA filed with the Public Employment Relations Board ("PERB") an unfair practice charge in case no. LA-CE-169-H, alleging commission by the CSU of various violations of the Higher Education Employer-Employee Relations Act. On or about January 14, 1987, PERB's general counsel issued a complaint in case no. LA-CE-169-H.

2. The parties to this Agreement are now desirous of settling, resolving, and fully and finally disposing of all claims in controversy between them which arise from the unfair practice proceeding in PERB case no. LA-CE-169-H.

NOW THEREFORE, the parties agree as follows:

1. CSU hereby acknowledges that it unilaterally adopted and is in the process of implementing a policy and guidelines to deal with victims of Acquired Immune Deficiency Syndrome ("AIDS"). A copy of said policy and guidelines ("Policy") is incorporated herein by this reference. CSU further acknowledges that it has an obligation to bargain with CFA regarding the Policy insofar as it affects or impacts upon the terms and conditions of employment of faculty unit employees.

2. CSU agrees that it should have bargained with CFA prior to the implementation of the Policy insofar as it affects or impacts upon the terms and conditions of employment of faculty unit employees.

3. CSU further agrees that its campuses and any committees established by the campuses will not be allowed to establish any policies or procedures to implement the Policy which impact or affect the terms and conditions of employment of faculty unit employees, until the bargaining obligation set forth in Paragraph 1 above has been fulfilled by CSU.

4. In consideration of the foregoing, CFA agrees to withdraw and have dismissed its complaint in PERB case no. LA-CE-169-H.

5. The parties shall bear their own costs and attorneys' fees incurred until the date on which this Agreement is fully executed. If a dispute arises thereafter concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. In the event of such a dispute, this Agreement shall be enforceable by binding arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall be the sole and exclusive forum for the resolution of any such dispute.

6. If CFA contends that CSU or any of its campuses have breached this agreement, CFA shall give CSU written notice of any such alleged breach. Said written notice shall be addressed by CFA to CSU's Vice Chancellor-Faculty Staff Relations, with a copy to CSU's Vice Chancellor and General Counsel, and shall contain a brief description of the material facts relating thereto. CSU shall have a period of 30 working days from the date of receipt of the written notice to correct or adjust any such alleged breach in order to comply with this agreement before arbitration proceedings may be instituted by CFA pursuant to paragraph 5 hereof.

Dated: 8/28/87

CALIFORNIA FACULTY ASSOCIATION

By Edward N. Purcell  
EDWARD PURCELL  
General Manager

Dated: 8/28/87

TRUSTEES OF THE CALIFORNIA STATE  
UNIVERSITY

By Jacob M. Samit  
Jacob M. SAMIT  
Assistant Vice Chancellor,  
Employee Relations


APPROVED AS TO FORM:

William D. Wright  
MAYER CHAPMAN  
Vice Chancellor and General Counsel

MEMORANDUM OF UNDERSTANDING

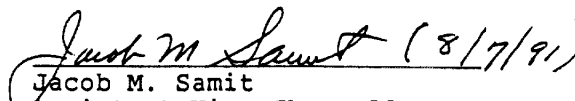
The California Faculty Association and The California State University hereby agree that in the event that funds continue to be appropriated and made available to the CSU for faculty professional development for research, scholarship and creative activity in support of the undergraduate and graduate instructional mission of the CSU, the following procedures shall continue to be implemented:

1. In the event that funds are appropriated and made available to the CSU, the university hereby agrees that said funds shall be allocated to the campuses on an FTEF basis.
2. A systemwide committee will develop a systemwide policy framework for the distribution of such funds.
3. In the event that such funds are made available, the faculty-administrative committee created on each campus that will continue to review, and revise if necessary, a campus plan that provides for the allocation of funds to individual faculty based upon the review of proposals tailored to meet the needs of faculty on that particular campus, consistent with the statewide policy framework.
4. The funds shall be available for the following programs:
  - a. mini-grants up to \$5,000 for scholarly research;
  - b. summer fellowships for one or two months;
  - c. semester or quarter leaves with pay.
5. In the event that all or part of the above-referenced funds are made available, they shall be divided equally among the programs enumerated in section 4 or as otherwise decided by the systemwide committee.

  
Paul B. Worthman  
Associate General Manager  
California Faculty Association

Date: Sept 3, 1987

0215S

  
Jacob M. Samit  
Assistant Vice Chancellor, ER  
The Calif. State University

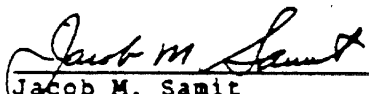
Date: Sept 3, 1987

Memorandum of Understanding

The California State University and the California Faculty Association hereby reach the following agreement regarding faculty participation in public schools pursuant to SB 813:

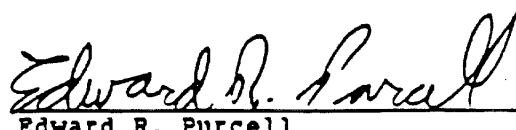
1. Given the action of the California Commission on Teacher Credentialing to amend Title 5, California Administrative Code, sections 80674, 80674.1-80674.7, the amount of time a CSU faculty member is obligated to devote to participation in public schools is reduced from 45 hours to 30 hours.
2. ~~In recognition of the above reduction in the number of hours required for this activity, the faculty workload credit as measured in Weighted Teaching Units (WTUs) shall be changed from 3.0 WTUs to 2.0 WTUs. (10-4-95)~~
3. It is understood that this required activity is not assigned in addition to, but rather is part of, that portion of the normal workload as described in the agreement between the parties which is assigned as instruction.
4. ~~It is also understood that, given the effective date of this agreement, universities may continue the requirement of 45 hours of participation for 3 WTUs of credit for the remainder of the 1987/88 academic year, if in their consideration a change at this time would be disruptive to the program of the university. (10-4-95)~~
5. In executing this agreement the parties acknowledge they have fully discharged whatever obligations to bargain which may have arisen as a result of implementing the above-referenced statutory changes.
6. Disputes arising over the interpretation or implementation of this memorandum shall be subject to Article 10 of the agreement between the parties.

For the CSU:

  
\_\_\_\_\_  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

Date: 2/18/88

For the CFA:

  
\_\_\_\_\_  
Edward R. Purcell  
Associate General Manager

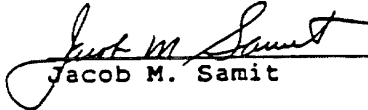
Date: 2/18/88

Memorandum of Understanding

Subject: Discretionary Funds

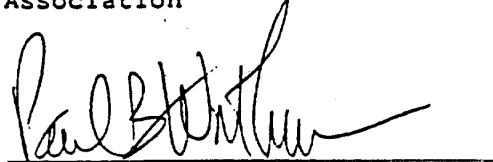
With regard to that portion of available lottery funds to be distributed to the campuses for use at discretion of each University (Discretionary Funds), The California State University recognizes its obligation to negotiate the impact, if any, on terms and conditions of employment of members of bargaining unit 3 of any programs or activities established with such funds. Such negotiations are to be between the parties at the systemwide level.

For the California State  
University

  
\_\_\_\_\_  
Jacob M. Samit

Dated: 5-12-88

For the California Faculty  
Association

  
\_\_\_\_\_  
Paul B. Worthman

Dated: 5-12-88



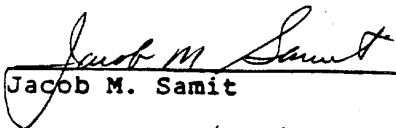
Proposal for Memorandum of Understanding from  
The California State University

Subject: Faculty Mentoring Program

It is understood and agreed between the parties that:

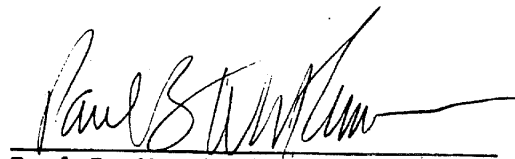
1. Faculty shall be given the opportunity to volunteer for participation in the program. This shall be effective on those campuses where the program is offered and volunteering does not carry any assurance of participation.
2. ~~Faculty who will participate in the program shall receive 1 Weighted Teaching Unit for every three (3) students assigned to them for Mentoring. This credit shall be a part of and not in addition to that portion of the total workload assigned to instruction. (10-4-95)~~
3. As a part of the normal workload of participating faculty, mentoring activities shall be properly evaluated and given appropriate recognition in any Performance Review or Periodic Evaluation.
4. Faculty participating in the program shall receive appropriate training at the beginning of the academic year. Such training shall be conducted on days within the established academic calendar for that campus.

For the California State  
University

  
\_\_\_\_\_  
Jacob M. Samit

Dated: 8/30/88

For the California Faculty  
Association

  
\_\_\_\_\_  
Paul B. Worthman


Dated: 8/29/88

**Memorandum of Understanding**


The California State University and the California Faculty Association agree that they will immediately submit a joint petition to the California PERB seeking the exclusion from bargaining Unit 3 of all temporary faculty whose employment is solely and exclusively dependent upon their status as degree seeking graduate students in the department in which they are employed. One basis of the request shall be the fact that such persons involvement with the university is primarily as a student rather than as an employee.

It is intended that the decision to use graduate students to perform instruction, and the portion of instruction performed by such persons, be decisions based upon the needs of the program and the stated mission of the university. The California Faculty Association agrees that should it believe that graduate students are being used in an inappropriate manner, the California Faculty Association will seek resolution of the issue by a meeting of the parties to discuss administrative action prior to taking action through other agencies or forums.

**For The California State  
University**

  
\_\_\_\_\_  
3/19/91  
Date

**For the California Faculty  
Association**

  
\_\_\_\_\_  
3/19/91  
Date

Memorandum of Understanding

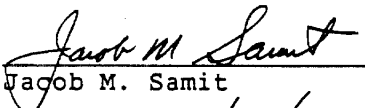
Subject: Forgivable Loan Program

It is understood and agreed between the parties that effective beginning in academic year 1991/92, at least 25% of the awards of loans to participate in the Forgivable Loan/Doctoral Incentive Program shall be made to qualified individuals currently serving within bargaining unit 3, or who have served in such positions within the two year period immediately preceding the effective date of the award. It is the parties intent that full consideration be given to bargaining unit members for awards, consistent with the overall objectives of the Program.

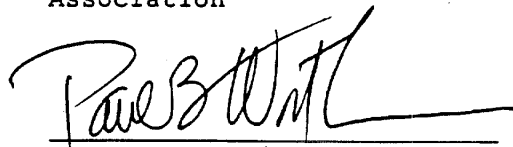
In executing this Agreement the parties acknowledge they have fully discharged whatever, obligations to bargain which may have arisen as a result of implementing the above-referenced program.

For the California State  
University

For the California Faculty  
Association

  
\_\_\_\_\_  
Jacob M. Samit

Dated: 7/31/91

  
\_\_\_\_\_  
Paul B. Worthman

Dated: 7/31/91

REVISED SETTLEMENT AGREEMENT ON CFA ACCESS  
TO FACULTY PERSONNEL RECORDS FOR FACULTY  
STATUS ARBITRATION CASES

In settlement of the Unfair Practice Charge LA-CE-172-H, the California Faculty Association (hereafter CFA or Union) and the California State University (hereafter University or CSU) agreed on procedures for access to relevant academic personnel records in faculty status arbitration cases in March 1987. This agreement, based on the experience of the parties, revises and is a substitute agreement on this subject as follows:


1. The University and the CFA recognize that in pending arbitration cases concerning appointment, reappointment, promotion or tenure, the California Faculty Association may request, and the arbitrator may issue, a subpoena duces tecum for documents from personnel records of other similarly situated faculty from the same campus who have recently been reviewed for these personnel actions.
2. The documents requested will ordinarily be student evaluation scores and/or the vitas and/or the indices to the Working Personnel Action Files of the similarly situated faculty for the review cycle in question and the prior academic year review cycle.
3. The CFA request for subpoena will state that CFA will accept the documents with the names of the individual faculty deleted.
4. The CSU hereby agrees that it normally will comply with subpoena duces tecum issued by arbitrators in personnel cases described herein by providing access to the requested material to the Union within six (6) working days of receipt of the subpoena, and the opportunity to have selected records duplicated with no charge to the Union.
5. CFA agrees to endeavor to request such subpoenas no less than three (3) weeks prior to the scheduled arbitration hearing date.
6. CFA recognizes that CSU may notify faculty from whose personnel files material has been provided that copies of such material has been made available to a CFA representative, with or without the names deleted, pursuant to a subpoena from an arbitrator.
7. In cases in which a timely subpoena is issued by the arbitrator and the CSU fails to deliver the material subpoenaed within six (6) working days, without CFA's mutual agreement to extend the delivery date, or CSU challenges the issuance of a subpoena duces tecum for documents described herein, and the scheduled arbitration hearing is thereby continued due to the failure of CSU to provide the documents prior to the hearing date, the CSU shall bear all the costs associated with the postponement of the case to a later date.

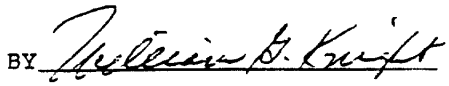
8. CFA recognizes that the personnel records to which it is being provided access in the faculty status arbitration process are personal records to be handled as confidential. Use of the records by CFA is limited to the grievance procedure for which access is provided under the arbitrator's subpoena.

9. The provisions of this agreement notwithstanding, CFA reserves the right to request subpoenas for documents other than those described herein, and the CSU reserves its right to challenge the issuance of such subpoenas.

10. In cases concerning denial of promotion based on lack of available funds, where CFA requests information concerning the lack of available funds, the CSU will comply with all applicable laws, including but not limited to the Higher Education Employer-Employee Relations Act, the Public Records Act, the Information Practices Act, concerning disclosure of information to CFA.

Date: August 1, 1991

CALIFORNIA FACULTY ASSOCIATION  
BY 

CALIFORNIA STATE UNIVERSITY  
BY 

# THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD • CHICO • DOMINGUEZ HILLS • FRESNO • HULLERTON • HAYWARD • HUMBOLDT • LONG BEACH  
SACRAMENTO • SAN BERNARDINO • SAN DIEGO • SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO



LOS ANGELES • NORTHBRIDGE • POMONA  
SAN MARCOS • SONOMA • STANISLAUS

OFFICE OF THE CHANCELLOR  
TELEPHONE: (310) 985-0000

TELEFAX: (310) 985-2504

October 6, 1995

Mr. Gerie Bledsoe  
General Manager  
California Faculty Association  
5933 West Century Blvd., Suite 216  
Los Angeles, California 90045-5471

Dear Gerie:

Re: **Service Salary Increase Eligibility Pursuant to Provision 31.43**

This letter serves to document our understanding regarding the most recent change to provision 31.43 of the Agreement between the parties, which establishes service increase maxima for each instructional rank, beyond which movement may occur only through the award of performance pay increases.

First, the intent of this change is that the faculty that are eligible for Service Salary Increases under the new contract are limited to those faculty who were eligible for MSAs under the expiring Agreement. There was no intent to grant Service Salary Increase eligibility to faculty who were not eligible for an MSA under the expiring Agreement. Second, these Service Salary Increase maxima are also applicable to all other analogous unit 3 salary schedules, like those for DMD and lecturer faculty.

Please contact me if this does not accurately reflect our understanding.

Sincerely,

Samuel A. Strafacci  
Senior Director  
Employee Relations

**Memorandum of Understanding  
Unit Modification Excluding Coaching Employees**

The undersigned parties agree they will jointly file with the Public Employment Relations Board a petition in accordance with PERB regulation 32781. (b) (1) and (4) to delete from the Faculty Bargaining Unit: All Head Coaches in classifications 2373, 2374, or 2375, who supervise two or more full-time faculty unit employees. The petition will be filed with the PERB within 30 days of the ratification by both parties of a new Faculty Agreement. The petition will indicate the requested deletions are for, but not limited to, the following reasons:

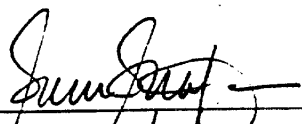
The Head Coaches occupying the deleted positions do not share a community of interest with other coaches in the bargaining unit because:

- Their salaries are individually negotiated and are not the same as salaries which are paid other coaching faculty as reflected in Appendix C of the Faculty Contract. There are several different funding sources for these salaries.
- The conditions of their appointments differ significantly from those of other members of the bargaining unit.
- Their work functions are separate and unrelated to most other members of the unit; they have little or no interaction with other members of the bargaining unit, except for those they supervise.

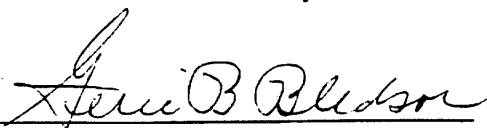
These positions must also be excluded from the Unit because they are supervisory and therefor are prohibited by statute from inclusion in the Unit.

- Head Coaches in these positions supervise the work of other employees in the bargaining Unit. In this regard they effectively recommend the hiring of other coaching faculty and staff. They evaluate employees, and effectively recommend salary increases, disciplinary action and termination.

**For the California State University**

  
\_\_\_\_\_  
Date: 10/16/95

**For the California Faculty Association**

  
\_\_\_\_\_  
Date: 10/16/95

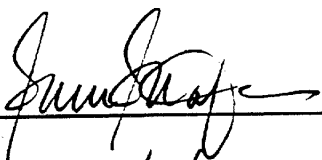
**Memorandum of Understanding  
Article 20 Changes**

The changes in article 20 of the Agreement were undertaken primarily for two reasons. First, to allow for the more accurate representation and presentation of faculty responsibilities; and second; to encourage universities, colleges/schools and departments to plan their curricular, staffing and professional development needs.

The changes were not undertaken for the purpose of either (a) changing current appointment practices on campuses, or (b) having faculty exceed the previous contractual workload requirements. In fact, the parties have agreed in provision 20.3 to continue measuring what constitutes unreasonable or excessive workload assignments by considering the past practices of the University, including the calculation of Weighted Teaching Units in prior years pursuant to EP&R 76-36.

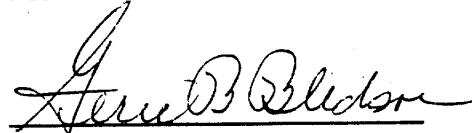
Further, the parties have agreed to continue reporting faculty workload in accordance with EP&R 76-36 for the purpose of review by the Faculty Workload Review Committee, which shall assess the ramifications of the contract's changes in Article 20. That document is not intended to unreasonably constrain how each campus constructs its faculty workload in its attempt to meet its FTES enrollment obligation, while promoting the various professional responsibilities identified in Article 20. It is the intention of the parties that teaching continue to be the primary responsibility of faculty.

**For the California State University**



Date: 10/16/95

**For the California Faculty  
Association**



Date: 10/16/95



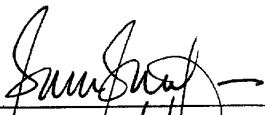
**Memorandum of Understanding  
FY 1998/99 Promotion Step Increases &  
FY 1999/2000 General Salary Increase**


The parties agree that the requirement of provision 31.4 to provide a three-step salary increase (7.5%) at the time of promotion shall become effective beginning with all promotions which shall be effective in fiscal year 1998/99.

Further, the parties agree that the general salary increase in fiscal year 1999/2000 as provided in provision 31.50 shall be changed to 3.56%.

**For the California State University**

**For the California Faculty Association**

  
\_\_\_\_\_  
Date: 6/4/98

  
\_\_\_\_\_  
Date: June 4, 1997

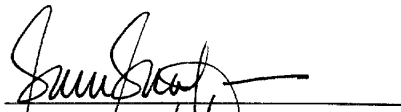
**Memorandum of Understanding**  
**Contract Interpretation Issues**

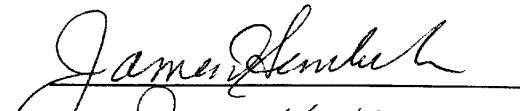
The parties hereby agree to the following regarding the interpretation and application of the new collective bargaining Agreement:

1. For the Faculty Merit Increase program in fiscal year 1998/99, faculty unit employees may either rely upon the Faculty Activity Report (FAR) submitted in the Spring 1999, or submit a new or revised FAR by the adjusted deadline of October 1, 1999.
2. There shall be no prohibition against the retention of a faculty unit employee's Faculty Activity Report for a period of three (3) years outside the personnel action file.
3. CSU campuses may require faculty unit employees to submit professional development plans to either their department chair or appropriate administrator.
4. Notwithstanding the continuation of the specific steps in Appendix C of the Agreement, the parties agree that the award of step increases for promotion, range elevation, service salary step increase, etc. will result in the placement of faculty unit employees between steps on the salary schedule if the faculty unit employee's salary was between steps on the schedule prior to these and other similar adjustments.

**For the California State University**

**For the California Faculty Association**

  
Date: 6/4/99

  
Date: June 4, 1999

**Memorandum of Understanding**  
Fiscal Years 1999/2000 & 2000/01 Compensation

The parties hereby agree to the following regarding fiscal years 1999/2000 & 2000/01 compensation:

Fiscal Year 1999/2000 Increases

If the final gross general fund budget of the CSU has increased by at least \$160 million (including both general fund and student fee revenue) from fiscal year 1998/99 to fiscal year 1999/2000, then the total compensation increases to faculty unit employees based on a four percent (4%) compensation pool shall be distributed as follows: (a) forty percent (40%) of the increases shall be for faculty merit increases, including those for SSI-eligible employees, and (b) the remaining sixty percent (60%) shall be for the general salary increase. If the increase in the final gross general fund budget is less than \$160 million, then the parties shall give priority to funding a service salary increase, and shall reopen negotiations solely on the amount and distribution of the general salary and merit salary increases.

If the final gross general fund budget of the CSU has increased by at least \$175 million (including both general fund and student fee revenue) from fiscal year 1998/99 to fiscal year 1999/2000, then the total compensation increases to faculty unit employees shall be a total of 5% distributed as indicated above. If the gross general fund budget has increased by at least \$190 million, then the total compensation increases to faculty unit employees shall be a total of 6% distributed as indicated above. Any augmentations in the final CSU budget that were not included in the Trustees Budget request are excluded from these calculations.

Fiscal Year 2000/01 Increases

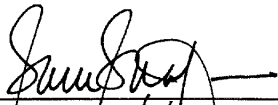
If the final gross general fund budget of the CSU has increased by at least \$180 million (including both general fund and student fee revenue) from fiscal year 1999/2000 to fiscal year 2000/01, then the total compensation increases to faculty unit employees shall be distributed as follows: (a) forty percent (40%) of the increases shall be for faculty merit increases, including those for SSI-eligible employees, and (b) the remaining sixty percent (60%) shall be for the general salary increase. If the increase in the final gross general fund budget is less than \$180 million, then the parties shall give priority to funding a service salary increase, and shall reopen negotiations solely on the amount and distribution of the general salary and merit salary increases.

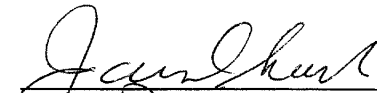
Fiscal Year 2000/01 Increases (con't.)

The CSU Board of Trustees shall adopt a budget request that will fund at least a 6% salary increase for the faculty. The amount of this request will be \$62.4 million assuming a 6% salary increase in fiscal year 1999/2000. This amount may change due to retirement adjustments in the compensation base. If the salary increase is less than 6% in fiscal year 1999/2000 this number will be adjusted proportionately. Compensation will be the highest priority for requests in the Trustees' budget after recurring costs and enrollment. A "compact" with the governor is currently under negotiation. The proposed compact establishes certain priorities for budget increases as well as performance and accountability measures for the CSU and the UC. It is the intention of the CSU and the CFA that the CSU shall abide by the terms of the compact regarding expenditures in specific budget categories.

**For the California State University**

**For the California Faculty Association**

  
\_\_\_\_\_  
Date: 6/4/99

  
\_\_\_\_\_  
Date: June 4, 1999

**Memorandum of Understanding  
Grievance Procedure**

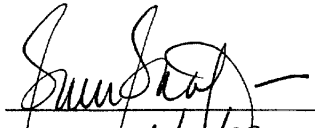
The parties hereby agree that all grievances filed by faculty unit employees under Executive Order 702 (regarding events that occurred during the period when there was no collective bargaining Agreement) shall be processed under the grievance procedure of Article 10 of the collective bargaining Agreement effective June 1, 1999 through June 30, 2001.

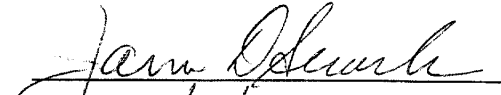
The scope of review for such grievances shall continue to be as provided in Executive Order 702, specifically, "an allegation by an employee that the employee was directly wronged in connection with the rights accruing to his or her classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like. A grievance does not include matters, such as salary structure, which require legislative action." The parties agree that such rights accruing to faculty members as outlined above, and therefore subject to review under the grievance procedure, shall be as provided in the March 17, 1999 Interim Personnel Manual for Faculty and any relevant campus policies.

For faculty status grievances, the term "faculty status matter" shall continue to mean "a dispute involving solely a decision not to appoint, promote or tenure."

**For the California State University**

**For the California Faculty Association**

  
\_\_\_\_\_  
Date: 6/16/99

  
\_\_\_\_\_  
Date: 6/16/99

Memorandum of Campus Agreement  
California Maritime Academy  
April 24, 1998

This Memorandum of Campus Agreement (MCA) constitutes an agreement between the California Maritime Academy (CMA), a campus of The California State University (CSU), and the California Maritime Academy Faculty Association (CMAFA), represented by the California Faculty Association (CFA), resulting from the meeting and conferring pursuant to Government Code 3560. This agreement only applies to CMA/CMAFA, representing the unique educational program at CMA. The parties agree that, except as provided herein, the CMAFA, in classification represented by the CFA, shall be covered by the collective bargaining agreement in effect between the CSU and the CFA for Bargaining Unit 3. CMA and CMAFA desire that this MCA be attached in its entirety and that its effective date coincide with the Master Agreement between CSU and CFA.

1. Memorandum of Understanding

The Memorandum of Understanding - CMA Faculty Transition to the CSU - Tentative Agreement - February 20, 1996 be voided.

2. Cruise Incidental Expense Reimbursement

Employees participating in the annual training cruise shall be entitled to a cruise incidental expense of five dollars (\$5) per day which shall be exempt from IRS and state withholding. The cruise incidental expense shall be paid once per month during the annual training cruise to all eligible employees.

3. Faculty Early Retirement Program (FERP)

The eligibility of CMA faculty unit employees to participate in the Faculty Early Retirement Program shall be as provided in the Agreement and shall be limited to two (2) new participants per academic year.

4. Reimbursement of Credential and License Fees

When CMA faculty unit employees are required to maintain a credential or license as a condition of employment, they shall be reimbursed for all credential or licensing fees. This benefit shall not be considered compensation for purposes of retirement.

5. Uniform Allowance

When CMA faculty unit employees are required to wear a uniform, CMA shall authorize a uniform replacement allowance, not to exceed \$400 a year for eligible employees, after they have been employed for the equivalent of one (1) year in a permanent position which requires a uniform. "Uniform" means outer garments, excluding shoes, which are required to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, rank, or time of service. In order to be reimbursed, documentary evidence of purchase will be required.

CMA shall authorize an initial uniform purchase allowance, not to exceed \$900, for newly employed CMA faculty who are employed in a permanent position which requires the wearing of a uniform. In order to be reimbursed, documentary evidence of purchase will be required. Initial uniform needs are attached as Exhibit A.

Neither allowance shall be considered as compensation for purposes of retirement.

6. Cruise Assignment

The collective bargaining agreement in effect between the CSU and the CFA-Unit 3 adequately addresses the work year for those CMAFA faculty working on the basis of the academic year calendar. Those CMAFA faculty working on the basis of the cruise year calendar will complete the academic year calendar and one (1) of the annual training cruises. Each cruise period shall not exceed 65 days in duration. Compensation for the cruise year calendar will be as described in the collective bargaining agreement in effect between the CSU and the CFA.

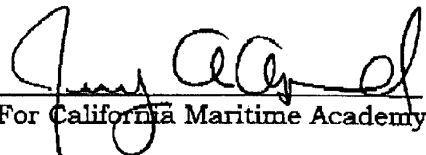
Cruise assignments for the cruise year calendar faculty shall be made by CMA following a meet and consult procedure with CMAFA. These assignments will be published at least 30 days prior to the academic year. The cruise assigned to a faculty member is at the discretion of CMA. CMA will accommodate, to its best ability, the personal needs of the individual faculty member in making cruise assignments.

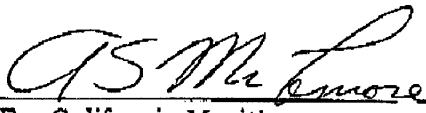
CMA will notify the CMAFA and the individual faculty member of changes in assignment from the cruise year calendar to the

academic year calendar, or vice versa, at least 30 days prior to the start of the academic year in question.

No faculty member who is shifted from the cruise year calendar to the academic year calendar, except at the faculty member's request, shall have a retroactive change in compensation.

This Memorandum of Campus Agreement is hereby agreed upon by CMA and CMAFA on this 24th day of April 1998. It shall be included in the negotiated agreement between CSU and CFA and shall commence upon ratification of such agreement by both CSU and CFA.

  
For California Maritime Academy

  
For California Maritime  
Academy Faculty Association



January 29, 1999

Lyle Cook, Acting President  
California Faculty Association  
California Maritime Academy  
200 Maritime Academy Drive  
Vallejo, CA 94590

Dear Lyle:

In reference to the grievance settlement letter dated 11 August 1998 with regard to scheduling and workload during cruise, the following represents the recommendations of the committee, and I agree to them as follows:

1. Workload during the Annual Training Cruise will include the following generally counted hours for determining assignment:
  - 1 hour of watch = 1 hour work
  - Lecture course = 1 hour prep, 1 hour grade, and actual class time
  - Practical training = 3 hours training, 1 hour prep = 4 hours work
  - Tie up, let go, hook up = 2 hours work
  - Day work = hour-for-hour
  - Celestial Navigation program instructor on cruise = 4 hours/day work assignment
  - Person in charge of academic program (Deck/Eng) = 2 hours/day
  - 2<sup>nd</sup> Mate = 4 hours/day
  - Communications = 4 hours/day
  - Other assignments to be evaluated and assigned actual time needs
2. Assignments will be made as equitably as possible.
3. Permanent faculty will be assigned an average of 8 hours of work a day while the ship is at sea. When assigned work on the in-port days, every 8 hour total of assignments will be compensated separately at the individual faculty member's regular daily rate.
4. The above scheduling is based on the existing cruise format and in-port and at sea ratio of approximately 14 in port to 47 at sea and 3 at CMA. If future cruises significantly deviate from existing cruise format and/or MOU, this policy will be reopened for discussion.

A CAMPUS OF THE CALIFORNIA STATE UNIVERSITY

---

**Mailing Address**  
P.O. Box 1392  
Vallejo, CA  
94590-0392

**Street Address**  
200 Maritime Academy Drive  
Vallejo, CA  
94590-0392

**Phone**  
707-654-1000

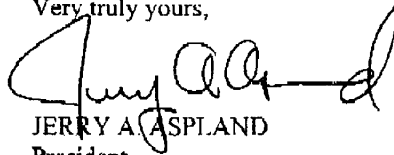
**Fax**  
707-654-1001  
WorldWideWeb

Lyle Cook  
January 29, 1999  
Page 2

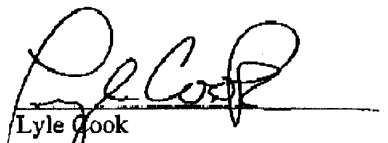
The campus MOU will be amended to include a provision for work hours while on cruise.

Please acknowledge your agreement to this proposal by signing below and returning a copy for our records.

Very truly yours,



JERRY A. ASPLAND  
President



Lyle Cook

cc: Mark Sekelick

THE  
**CALIFORNIA MARITIME**  
ACADEMY

February 26, 1999

**RECEIVED**  
MAR 13 1999  
California Maritime Academy  
Human Resources Officer

Mr. Lyle Cook  
California Maritime Academy  
P.O. Box 1392  
Vallejo, CA 94590-0644

Dear Lyle:

I have reviewed your memo of February 2 recapping our discussions concerning Marine Vocational Instructors (MVI's). Utilizing your recap and some additional information, I have developed the following:

1. The MVI promotion structure will parallel the academic structure (MVI-I equivalent to Instructor, MVI-II equivalent to Assistant Professor, MVI-III equivalent to Associate Professor, and MVI-IV equivalent to Professor). Contract language pertaining to academic structure shall apply to the MVI structure.
2. The MVI-I is considered to be a temporary, non-tenure track position.
3. Tenure-track MVI positions shall normally be filled at the MVI-II level.
4. Current MVI-I's on tenure-track should apply to the RTP Committee for consideration for promotion to MVI-II.

Keeping the foregoing in mind and considering my recent review of the candidates for promotion processed through the primary and secondary committees, I am concerned about the application of criteria for MVI promotion. I am a strong believer in promotional procedures and of criteria for promotion, but such criteria must be applicable to the position requirements. I have prepared a letter to the Academic Senate expressing my observations concerning MVI promotion as it compares to the academic structure. Hopefully, the MVI faculty and the Academic Senate will review the criteria and will come to a consensus on the differences in these two very important career paths.

A CAMPUS OF THE CALIFORNIA STATE UNIVERSITY

Mailing Address  
P.O. Box 1392  
Vallejo, CA

Street Address  
200 Maritime Academy Drive  
Vallejo, CA

Phone  
707-654-1000

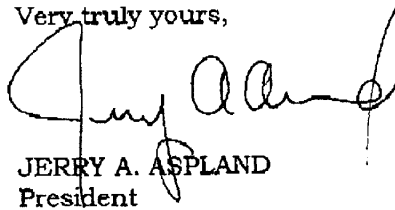
Fax  
707-654-1001  
WorldWideWeb

Mr. Lyle Cook  
February 25, 1999  
Page 2

If you agree with the foregoing, please sign below, keep a copy for the CFA, and send the other to me.

If you have any questions, please call.


Very truly yours,



JERRY A. ASPLAND  
President

JAA:mm

I agree with the foregoing.



---

Lyle Cook  
Vice President, CMA Chapter  
California Faculty Association