

Duties and Responsibilities for the Administration of the Faculty Hearing Panel Process -- Faculty Panel Chair* and Designated Campus Administrator

* The CFA Chapter President and a representative designated by the Campus President will convene a meeting (including electronically if thought necessary or desirable) immediately upon the election of the campus Faculty Hearing Panel. The purpose of this meeting will be the election of a Chairperson of the Faculty Hearing Panel from among those faculty elected to the Panel.

1. The Chairperson ("C") and designated Administrator ("A") shall be jointly responsible for the timely and efficient conduct of Faculty Hearing Panel business.
2. The C & A shall, upon notification of a statutory grievance appeal for a Faculty Hearing Committee hearing, randomly select from among all panel members, a hearing committee for said case. Four names shall be selected for that purpose, the first three selectees to serve as committee members and the fourth selectee to serve as an Alternate.
3. The C&A shall also notify the grievant, grievant's representative (if any) and administration of the names of the Hearing Committee members selected. The notice shall also include reference to the grievant's right to challenge a Committee member for cause and the procedures for doing so.
4. The C&A shall coordinate the scheduling of a hearing date(s) among the grievant, hearing committee members, and advocates (if any). Such scheduling must be mindful of the contractual need for said hearing to be initiated within thirty (30) days from the appeal of the grievance to the Faculty Hearing Committee process.
5. If mutual agreement on a date and time for the hearing cannot be achieved, the C&A will select a date and time in a manner to best accommodate hearing participants.
6. The C&A will ensure that suitable facilities and recording equipment for the hearing are made available. The Administrator will be responsible for obtaining (at CSU expense, if necessary) suitable recording equipment in good working order.
7. Upon conclusion of the hearing process with the issuance of the decision of the hearing committee, the C&A will ensure that a copy of the hearing committee decision is communicated in a timely manner, in writing, to the grievant, advocates (if any), and campus President in a timely manner.
8. If during the one year term of the Faculty Panel, the C&A mutually agree that sufficient vacancies have occurred in the panel to warrant the selection of replacements, they shall initiate a mutually agreeable process for the selection of replacements.
9. Should a Panel member decline Hearing committee service for any reason, the C&A shall mutually determine if that panel member shall be excused. If no agreement is possible, the

matter will be referred to State-level CFA and the Chancellor's Office for resolution. Similarly, the C&A shall mutually decide if the panel member excused from hearing service shall be excused only for the hearing in question or for all or part of the faculty panel's term of office. A hearing committee replacement for the hearing in question will be randomly selected from the Panel by the C&A if necessary.

10. Should a grievant challenge, for cause, a panel member selected for the hearing committee assigned to that grievant's hearing, the C&A shall mutually determine if that challenge is to be sustained. If no agreement is possible, the matter will be referred to the State-level CFA and the Chancellor's Office for resolution. A hearing committee replacement for the hearing in question will be randomly selected from the Panel by the C&A if necessary.
11. If a hearing committee member is excused for cause, excused on her/his own initiative, or otherwise unable to complete the hearing committee process, the C&A shall be responsible for notifying the previously select alternate so that the Alternate may begin full participation in the process. The C&A shall also mutually determine what, if any, modification(s) of the hearing schedule and process may be necessary to accommodate the full participation of the alternate.
12. Any procedural disputes which may arise between the Chairperson and the designated Administrator shall be referred to the State-level CFA and the Chancellor's Office for resolution.
13. In the event that the Chairperson is unable to fulfill the entire two-year period of service, the process described above in (*) - electing a new Chairperson - shall be completed. A replacement shall serve only the unexpired term of the Chairperson he/she replaces.
14. The C&A shall maintain all records of statutory grievances submitted to the panel's jurisdiction including appeals, hearing transcripts, hearing briefs (if any), decisions of the Faculty Hearing Committee, and Presidential response to the Hearing committee decisions. Such records shall be open to timely review by CFA or CSU, or the grievant seeking access to his/her grievance records, upon written request. As with other grievance materials, the parties shall maintain confidentiality of the hearing materials pursuant to Article 10.47 of the agreement. All records in the possession of the C&A shall be conveyed to the C&A's successors at the time the keepers of the records no longer bear that responsibility.

For the California State University,

Bill Candella 10-23-07
Date
Bill Candella
Interim Senior Director,
Collective Bargaining

**For the California Faculty
Association,**

Edward Purcell 10/26/07
Date
Edward Purcell
Director of Representation

10/23/07 version