

Memorandum of Understanding Faculty Hearing Panels

The Faculty Hearing Panel process detailed in Articles 10.8 to 10.19 of the Collective Bargaining Agreement between the parties' states that "full-time faculty members" are eligible for election and participation on the campus Faculty Hearing Panel. However, the parties disagree as to whether faculty who are not full-time in any single department would meet this definition. Accordingly, to avoid litigation on this issue and to provide for the expeditious election of the Panels, parties agree to the following compromise:

1. In negotiating the Article 10 Faculty Hearing Process, the parties recognized in that "full-time faculty member" would be construed by the parties as including full-time lecturers. This understanding is specifically referenced in Article 10.9 to the extent that "service on Faculty Hearing Committees by lecturers shall be voluntary."
2. In addition, the Statutory Grievance procedure, Section 89542.5 of the Education Code as amended by SB1212, does not provide a definition of "full-time faculty member."
3. On the basis that the Collective Bargaining Agreement provides more than the minimum level of benefits required by 89542.5 (1), and therefore supersedes it, the CSU is prepared to enter into the following agreement on the definition of "full-time faculty member" subject to the following stipulations:
 - (a) The definition of "full-time faculty member" contained in this MOU is strictly limited in its application to the Faculty Hearing Committee Procedures contained in Articles 10.8 to 10.19 of the current Agreement between the parties. Specifically, this definition is not intended by the parties to affect or otherwise impact in any way the existing contractual definitions, rights, duties and practices in respect of what constitutes a "full-time employee" and/or "appointments less than a full-time employee" contained in Article 12 or elsewhere in the Collective Bargaining Agreement.
 - (b) This MOU cannot be used directly or indirectly against the CSU or CFA in relation to the definition of "full-time faculty member" in any dispute or

controversy arising outside of one that requires an interpretation of Articles 10.8 to 10.19 of this Agreement.

- (c) This MOU does not constitute a waiver of either parties' right to subsequently argue and bargain to impasse a definition of "full-time faculty member" other than that contained in the current Agreement (as augmented by this MOU) in any future contract negotiations regarding the Faculty Hearing Panel Process contained in Articles 10.9 to 10.19; subject to any such proposal meeting the statutory minimum standards required by Section 89542.5 of the Education Code.

- 4. Subject to the stipulations above, the Parties will agree to adopt the following definition of "full-time faculty member" in Articles 10.9 to 10.18 of this Agreement:

Any faculty unit employee who holds a 1.0 timebase in any one department, or who holds an equivalent 1.0 timebase by virtue of holding appointments held in multiple departments on the same campus in any given Semester or Quarter.

- 5. In order to ensure that no eligible full-time faculty member is involuntarily excluded from the Faculty Hearing Panel process, the parties agree (1) that for those campuses yet to hold elections, the definition of "full-time faculty member" for the purposes of those elections shall be that contained in Paragraph 4 above. For those campuses that have already held elections, or are so far advanced in the process that amendments to the agreed process cannot now reasonably be made, the following procedure will be adopted:

- (a) CFA will provide to the administration a list of temporary faculty with a 1.0 timebase for the Fall 2007 semester/quarter by virtue of working in more than one department on a campus and who have indicated they wish to volunteer for service, and will so serve if selected.
- (b) Those individuals will then be included on the list of individuals elected to serve from within their home department.
- (c) The Department will then have the right to invalidate the selection of any such individual thus appointed by simple majority vote at the next scheduled departmental meeting following their appointment to the Panel under paragraph (b) above.

- (d) Should the faculty member's campus timebase fall below 1.0 they no longer remain eligible to serve on the Faculty Hearing Panel. Such eligibility will be reviewed at the time the Faculty Member's name is selected to serve on an individual Faculty Hearing Committee as provided in Article 10.12 et seq.
- 6. No supplement, modification, waiver, or amendment with respect to this MOU shall be binding unless executed in writing by the parties against whom enforcement of such supplement, modification, waiver, or amendment is sought.
- 7. This MOU shall automatically expire on June 30, 2010, unless there is a mutual agreement in writing to extend.

For the California State University,

For the California Faculty Association,

Bill Candella 10-3-07
 Bill Candella Date
 Interim Senior Director,
 Collective Bargaining

Edward Purcell 10/8/07
 Edward Purcell Date
 Director of Representation