



THE CALIFORNIA STATE UNIVERSITY

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JACKIE R. McCLAIN
VICE CHANCELLOR
HUMAN RESOURCES

MEMORANDUM

Date: May 2, 2002
To: CSU Presidents
From: Jackie R. McClain *JRM*
Vice Chancellor
Human Resources
Re: CFA Tentative Agreement

Attached are the specific agreements and language that was developed with CFA and a mediator in meetings April 29 and 30, 2002.

Although I will be in San Diego today and tomorrow, if you have any questions, please call my office who will be able to reach me and I will return your call.

JRMcC:jj

cc: Dr. Charles B. Reed
Provosts
Associate Vice Presidents, Academic Affairs
Vice Chancellors

Lecturer Health Care Eligibility

The Parties agree that they will attempt to schedule a joint meeting with PERS to discuss Lecturer health care eligibility questions and issues. At that time, the Parties will attempt to arrive at a common understanding of these eligibility standards of PERS which can be jointly communicated to Temporary Faculty Unit employees.

Parking Fees

1. The Parties agree that faculty will not be required to pay parking fees in excess of those applicable as of June 30, 2001 during the 2001-2002, 2002-2003 contract years.
2. As part of the reopened negotiations for salaries and benefits to be effective July 1, 2003, the Parties further agree that either party may propose parking fee increases or decreases to be effective July 1, 2003.
3. If parking fee changes as referenced in paragraph 2 are brought forward, said proposals may entail specific fee modifications for individual campuses in amounts thought appropriate for each campus.

Annual Faculty Activity Reports

1. Notwithstanding the agreement of the Parties to eliminate Faculty Activity Reports (FARs) as part of the elimination of the Faculty Merit Increase (FMI) program, it is understood that certain CSU campuses, or schools/colleges within campuses, had pre-existing annual reporting requirements for faculty.
2. It is agreed that such pre-existing annual report programs may be continued if documented.
3. The Parties further agree that should any campus desire to implement a new annual report program, or expand an existing reporting program, CSU will provide official notice to CFA. New/expanded reporting programs will not be implemented without the mutual agreement of the Parties.

Department Chairs

CSU agrees to produce a list of department chairs by time base fraction. The individual department chair will then complain in the form of a grievance if they do not agree with the percent time designated. CSU and CFA will meet and attempt to resolve any disputes which arise. If a dispute cannot be resolved, the parties agree to consolidate all such disputes by category for arbitration to commence within 60 days of the identification of irresolvable disputes. This time limit may be modified by mutual agreement of the Parties.

Article 12 Language Changes to Agreement

Revised provision 12.22a:

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. At the discretion of the president and upon request of the department these peer review committees may also include probationary employees.

New provisions:

The recruitment and appointment of tenure track faculty shall take precedence over any appointment right and entitlement for temporary bargaining unit employees. The work necessary to honor any conditional appointment right and entitlement for temporary bargaining unit employees may be used instead for the recruitment and appointment of new tenure track faculty.

Article 31 Language Changes to Agreement

Revised provision 31.20:

~~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 Appeals Process of this Article. The determination of a faculty member's anniversary date, has not changed as a result of the negotiations resulting in the current Agreement.~~

Preference for Work Disagreements

The Parties acknowledge that interpretation disagreements exist on the applicability of the Article 12.28 to certain work performed in the department, particularly disagreement as to what constitutes "new or additional work" as used in Article 12.28 a). The Parties will exchange their positions on this dispute(s) for submission to an arbitrator for immediate resolution without the need for specific faculty grievances illustrative of the Parties' disagreement. A hearing to resolve this dispute will commence within 60 days of this agreement unless the Parties agree to an alternate date.