

Memorandum of Understanding Summer 2005 Staffing & Compensation Semester Campuses¹

The parties have entered into this Memorandum of Understanding covering semester campuses with the goal of conducting a comprehensive, quality Summer 2005 academic program under equitable conditions, to provide a climate of economic certainty regarding Summer 2005 planning, and to do so without the need for further litigation or disruption of the academic planning process.

A. Effect of Agreement

1. Except as specifically provided herein regarding CSU, Sacramento and Humboldt State University, this Memorandum of Understanding (MOU) is applicable to the Summer 2005 term only and its specific terms are applicable to individual semester campuses as identified herein. This MOU shall not be extended to any future summer term unless the parties specifically agree to do so in writing in a subsequent MOU.
2. CSU, Sacramento and Humboldt State University shall continue to be governed by the terms of the Year-Round Operations Memoranda of Understanding that are applicable to those specific campuses during the Summer 2005 term. These MOU will be replaced by the outcome of bargaining in full contract negotiations for system-wide YRO provisions if bargaining is concluded in time for summer 2006 implementation, or by the rules governing all other semester YRO campuses if bargaining is not concluded in time for summer 2006 implementation.
3. This MOU is applicable only to summer 2005 YRO programs and courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses and for credit courses receiving State subsidy in

¹ Throughout this MOU, either the phrase "summer 2005 term" or word "term" are used as an expedience. The parties disagree whether under the provisions of the Knapp YRO award it is appropriate to use the phrase "summer 2005 semester" or word "semester" (the CFA position) or the phrase "summer 2005 term" or word "term" (the CSU position). This disagreement is more than semantic in that it connotes a disagreement between the parties as to whether summer YRO must be considered a semester under the master Agreement or hold some other non-semester status. Unable to resolve this disagreement – but wishing to consummate a summer 2005 MOU for semester campuses – they have agreed to submit to Arbitrator Knapp the disagreement regarding whether the state funded YRO summer term at semester campuses is to be considered "a semester" under the terms of the collective bargaining agreement between the parties. Arbitrator Knapp's determination shall not determine benefit eligibility nor shall it supersede any provision of law related to the health or retirement benefits provided by the California Public Employment Retirement System (CALPERS). Pursuant to Article 32 of the current Collective Bargaining Agreement between the parties, eligibility for CALPERS benefits is defined by CALPERS. Both parties shall retain their usual avenues of recourse related to the appeal/vacation of the final determination on this specific matter.

any form, at any CSU semester campus. This agreement shall not preclude any CSU campus from either continuing its self-support for-credit summer session programs that are offered through Extended Education, and/or from utilizing faculty in classification 2357, Instructional Faculty – Summer Session, in such programs.

4. This MOU does not apply to true self-support courses (credit and non-credit) offered through Extended Education, in which case extension salary schedules shall be used for the following classifications:
 - a. Classification code 2357 - Instructional Faculty – Summer Session
 - b. Classification code 2322 - Instructional Faculty, Special Programs For Credit, and
 - c. Classification code 2323 - Instructional Faculty, Extension – For Credit
5. The application of contract terms for other than salary issues for classification codes 2322 and 2323 shall be determined by the current arbitration case before arbitrator Knapp in CSU grievance number 3-04-068. Both parties shall retain their usual avenues of recourse related to the appeal/vacation of the final award in this case.
6. This MOU does not apply to faculty who were not employed in a unit 3 appointment during the fall and spring semesters of the 2004-05 academic year.
7. Except as specifically provided herein, the provisions of this MOU shall control for summer 2005. In the event of a conflict between the provisions of this MOU and the terms of either the current Collective Bargaining Agreement between the parties, including Article 40, Year-Round Operations, or any arbitration decisions, the provisions of this MOU control. The terms of the current Collective Bargaining Agreement shall apply in the absence of provisions in this MOU on the same subject matter or when the terms of the current Collective Bargaining Agreement are not in conflict with the provisions of this MOU on the same subject matter.
8. The parties have entered into a separate MOU that, in conjunction with this MOU, shall be in full and final settlement of the implementation of the remedy required in CSU Grievance No. 3-00-076 through the Summer 2005 term. The parties recognize that the awards, including letters of clarification received to date,² in CSU grievance number 3-00-076 by arbitrator Knapp will be the final award and will serve as the status quo for YRO operations

² The parties have received to date awards dated September 29, 2003, March 24, 2004, and August 12, 2004: as well as letters of clarification dated January 5, 2005 and February 15, 2005.

commencing after the summer 2005 term for campuses affected by that award subject only to any changes bargained by the Parties pursuant to HEERA. The parties will jointly inform the arbitrator that her services are completed and that no further awards and clarifications will be necessary or requested, except as provided in footnote number 1.

B. Staffing in Summer 2005

1. At all CSU semester campuses staffing for YRO (state supported) Summer 2005 courses will be as follows:

When staffing for YRO (state supported) Summer 2005 term campuses need not offer work first to all probationary and tenured faculty. Instead, of all faculty appointed in the summer 2005, the percentage by headcount who are probationary and tenured faculty at each campus who are offered an appointment must be no less than the following (determined by the staffing percentages from the Fall 2004 term at each campus):

Channel Islands - 24%
Chico - 60%
Dominguez Hills - 39%
Fresno 48%
Fullerton - 36%
Humboldt - separate MOU for 2005
Long Beach - 46%
Maritime Academy - 63%
Monterey Bay - 38%
Northridge - 43%
Sacramento - separate MOU for 2005
San Diego - 51%
San Francisco - 52%
San Jose - 45%
San Marcos - 54%
Sonoma - 57%
Stanislaus - 53%

2. Teaching in the summer 2005 term is voluntary and meeting the required minimum percentage of probationary and tenured faculty provided above is dependent upon a sufficient number of probationary and tenured faculty accepting the voluntary summer work assignments.
 - a. After meeting the minimum percentage for probationary and tenured faculty above, or after exhausting the offer process for such faculty,

campuses may utilize/hire qualified volunteers, administrators, TAs or other students to teach classes,³

- b. Next, campuses must offer teaching assignments to qualified lecturers with 3 year appointment rights or 1 year appointment rights if their time base entitlement pursuant to article 12 was not fully satisfied during the academic year 2004/05. Assignments offered shall be up to the maximum time base entitlement pursuant to article 12.
 - c. Next, campuses must offer teaching assignments to qualified lecturers who taught in academic year 2004/05 who are not included in paragraph 2 above,
 - d. Finally, campuses may offer teaching assignments to any other candidates.
3. The procedural requirements of provision 12.7 of the current Collective Bargaining Agreement between the parties, shall not apply to staffing during the Summer 2005 term at any semester CSU campus listed herein.
 4. The Parties agree that should CFA prevail in CSU Grievance No. 3-05-027 the priority order of work assignments provided in the award by arbitrator Angelo dated April 26, 2004 shall not be applicable to the assignment of work during the Summer 2005 term at any CSU campus.

C. Salary in Summer 2005

1. Salary rates for Summer 2005 term courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses, shall be at "the 1/30th rate" at the following semester campuses:

Chico
Dominguez Hills
Channel Islands
Fresno
Fullerton
Long Beach
Maritime Academy
Monterey Bay
Northridge
San Diego

³ This agreement to use TAs and other students to teach prior to offering work to Lecturers during the Summer 2005 term is without prejudice to the CFA position, which the CSU disputes, that the use of student employees assigned to Bargaining Unit 11 does not fall within the exception to the order of hiring which allows students to be employed prior to the assignment of work of incumbent Unit 3 lecturers.

San Francisco
San Jose
San Marcos
Sonoma
Stanislaus

2. "The 1/30th rate" as used in this MOU shall be calculated according to the following formula:

$$(FT\ AY\ Salary\ Rate) \times (\# \ YRO\ Summer\ WTUs) = 1/30^{th}\ rate\ \$Amount$$

3. Eligibility: Only those tenure-track and temporary faculty who taught at least one term in the 2004/05 academic year prior to the work performed in the 2005 YRO Summer term are eligible.
4. The "FT AY Salary Rate" referenced in the above formula is calculated as 1/30th of the faculty member's full-time academic year salary. This rate is determined based on the Faculty member's salary rate in the preceding Spring Term before YRO Summer employment. If the Faculty member was not employed in the preceding Spring term, the 1/30th rate shall be calculated upon the most recent academic term in the same academic year prior to the YRO Summer term.
5. The "Number of YRO Summer WTUs (Weighted Teaching Units)" for class assignments in the formula shall be calculated in the same manner as those calculated for the preceding Spring term (or most recent term prior to Spring term when the Faculty member was not employed in the Spring).
6. Humboldt and Sacramento

As noted herein, compensation at Humboldt State University and CSU, Sacramento shall be pursuant to their separate MOUs for the Summer 2005 term.

D. Indirect Instruction Compensation for Probationary and Tenured Faculty

1. All probationary and tenured faculty at the following campuses that do not receive a specific indirect instructional assignment with compensation in the Summer 2005 term shall receive an indirect instructional payment in the amount of \$100 per each unit of direct instructional work assigned:

Chico
Dominguez Hills
Channel Islands
Fresno
Fullerton

Long Beach
Maritime Academy
Monterey Bay
Northridge
San Diego
San Francisco
San Jose
San Marcos
Sonoma
Stanislaus

2. All probationary and tenured faculty at the above-referenced campuses that receive a specific indirect instructional assignment with compensation in the Summer 2005 term shall not receive the \$100 payment.

E. Contractual Provisions Applying at Semester Campuses pursuant to Arbitration Award in CSU Grievance 3-00-076

1. The remedy in the award by Arbitrator Knapp in CSU grievance number 3-00-076 regarding (a) sick leave accrual, (b) the use of accrued sick leave, (c) the credit for Weighted Teaching Units taught for Service Salary Increases for Lecturers, and (d) the appointment rights under provisions 12.3 and 12.12 of the current Collective Bargaining Agreement shall be implemented for teaching YRO courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses, at the following campuses.

Chico
Dominguez Hills
Channel Islands
Fresno
Fullerton
Long Beach
Monterey Bay
Northridge
San Diego
San Francisco
San Jose
San Marcos
Sonoma
Stanislaus

2. The implementation of those requirements shall be as follows:

- a. Sick leave may be accrued by part-time faculty during Summer term 2005 YRO employment up to the equivalent of a full-time position and may be used by all faculty during their Summer term 2005 YRO employment or any subsequent period of employment as specified in the collective bargaining agreement;
 - b. The terms of the Leaves of Absence with Pay article (Article 23) are applicable to all faculty during their Summer 2005 term YRO employment as specified in the collective bargaining agreement;
 - c. WTUs taught by lecturers during the Summer 2005 term YRO shall be credited toward SSI eligibility;
 - d. Summer 2005 term YRO service shall be credited for the determination of subsequent CSU appointments for lecturers pursuant to provisions 12.3 and 12.12 (one year or three year appointment rights) and the WTUs worked during Summer 2005 term YRO service shall be credited in the calculation of the appropriate time base for subsequent appointments.
3. The foregoing requirements shall be implemented for teaching Summer 2005 term YRO courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses, at the campuses referenced within this section, and any changes to these requirements shall be subject to bargaining under HEERA.
 4. The terms of the MOU shall not supersede any provision of the law related to the health or retirement benefits provided by the California Public Employment Retirement System (CalPERS). Pursuant to Article 32 of the current Collective Bargaining Agreement between the parties, eligibility for CalPERS benefits are defined and determined by CalPERS.

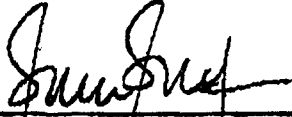
F. General

1. The CFA, on its own behalf and on behalf of all of the members of bargaining unit 3, hereby fully releases and forever discharges the State of California, the Trustees of the CSU, and each of their officers, agents and employees, and agrees to hold CSU harmless, from any and all claims, causes of action and liabilities related to the assignment of work, salary paid and benefits provided to faculty unit employees concerning YRO salary at any CSU campus during the Summer 2005 term other than claims, causes of action and liabilities arising under the express terms of this MOU.
2. This MOU shall be subject to Article 10, Grievance Procedure of the current Collective Bargaining Agreement between the parties.

3. No supplement, modification, waiver, or amendment with respect to the Agreement shall be binding unless executed in writing by the parties against whom enforcement of such supplement, modification, waiver, or amendment is sought.

By signing below the parties witness their agreement to all the terms and conditions of this Agreement.

For California State University



Samuel A. Strafaci
Assistant Vice Chancellor
Human Resources


Date: 4/25/05



Cordella Ontiveros
Senior Director
Academic Human Resources

Date: 4-25-05

For California Faculty Association



John Travis
President

Date: 4/26/05



Bob Muscat
General Manager

Date: 4/26/05