

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE  
CALIFORNIA FACULTY ASSOCIATION  
AND THE  
BOARD OF TRUSTEES  
OF THE  
CALIFORNIA STATE UNIVERSITY  
UNIT 3: FACULTY**

**Pending 2022 Ratification  
In effect until June 30, 2024**

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## 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 bargaining unit (Unit 3), which includes employees in classifications as determined by PERB except as modified by 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 1.5.
- 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 all department chairs and department heads shall be included in the bargaining unit.
- 1.6 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 or (c) any classification change which would result in an incumbent Unit 3 employee being reclassified to a different bargaining unit.
  - 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.

- c. In the event that the CSU fails to provide notice or fulfill its obligations as required herein, it shall be required to suspend implementation of any pending Unit 3 classification and any Unit 3 modification related thereto until such time as the contractual steps are completed.

1.7 The CSU shall notify CFA of the implementation of any new or revised classifications in other CSU bargaining units that will result in the re-classification of any members of bargaining Unit 3.

## 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 – 41 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 that 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~~ **their** 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, librarian faculty unit employee, extension for credit faculty unit employee, or lecturer 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 time base.
- 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 and 2384.
- g. Counselor Faculty Unit Employee – The term "counselor faculty unit employee" refers to a bargaining unit employee in the following classifications: 2338, 2436, 2437, 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: 0350, 0351, 0352, 0353, 0354, 0355, 0356, 0357, 0358, 0359, 0360, 0361, 0362, 0363, 0364, 0365, 0391, 0392, 0393, 0551, 0552, 0554, 0556, 0557, 0558, 0560, 0562, 0564, 1195, 2158, 2160, 2282, 2308, 2310, 2320, 2321, 2322, 2323, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2364, 2365, 2367, 2368,

2369, 2387, 2388, 2390, 2391, 2393, 2394, 2395, 2399, 2402, 2457, 2458, 2462, 2463, 2464, 2466, 2481, 2482 and 7894.

- 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 and 2927.
  - j. Extension-For Credit Faculty Unit Employee – The term "Extension-For Credit Faculty Unit Employee" as used in this Agreement refers to a bargaining unit employee in the following classifications: 2322 and 2323 as those classifications are defined in Article 40.
  - k. Lecturer Employee – The term "lecturer employee" as used in this Agreement refers to a bargaining unit employee serving in a temporary appointment for a specified period of time in the following classifications: 0357, 0360, 0361, 0364, 0365, 0393, 0557, 0560, 0564, 2158, 2308, 2358, 2359, 2369, and 2458.
- 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~~ **their** designee. The term

"President" shall also refer to the Chancellor or ~~his/her~~ **their** 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 that 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 that 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 CSU net 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 CSU net 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, including electronic mail services, shall be available to CFA at no cost for official CFA communications. CFA shall package and label hard copy 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, including electronic mail, 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, including email, shall be provided simultaneously 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~~ **their** 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. **If the Chancellor's Office provides information to CFA, the campus is not required to repeat and/or resupply production of requested items.** A faculty unit employee's home address shall be released to CFA except when that employee officially has informed the CSU that **s/he they** wishes **es** the home address withheld. The cost of all employee lists or public information provided to the CFA shall be borne by CFA except as provided elsewhere in the Agreement. Reimbursement by CFA shall be made no later than sixty (60) days after receipt of the CSU request for reimbursement.

#### Union Leave

All union leave, and reimbursements for such leave, shall be governed by the provisions set out below:

- 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 sixteen (16) 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 their** 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 in an amount equal to the cost of CSU contributions for PERS retirement and an additional ten (10) percent of salary. Reimbursement of salary by CFA shall be at the minimum salary rate for the rank of Full Professor, or at the actual salary rate, whichever

is lower. Reimbursement by CFA shall be made no later than sixty (60) days after receipt of the CSU request for reimbursement.

- c. Whenever possible, the foregoing shall be implemented only if the CFA notifies the CSU of the names of faculty unit members requesting leave thirty (30) days before the start of each academic term during which the leave will occur. The CFA agrees to meet with the CSU to discuss concerns regarding how release time under this provision impacts departmental instructional requirements.
- 6.13
- a. The following WTU pools shall be provided for the purpose of granting leave, 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.
  - b. Whenever possible, the foregoing shall be implemented only if the CFA notifies the CSU of the names of faculty unit members requesting leave thirty (30) days before the start of each academic term during which the leave will occur. The CFA agrees to meet with the CSU to discuss concerns regarding how release time under this provision impacts departmental instructional requirements.
- 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 post on their websites an official version of this Agreement.
- 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 leave during the academic term in which negotiations take place. The leave will be calculated on the basis of fifteen (15) Weighted Teaching Units representing a full load. For those members of the bargaining

team whose normal assignments involve classroom teaching, the requested leave shall be in increments which will facilitate course reassignment.

6.18 [Left blank by design]

6.19 The CSU shall be reimbursed by CFA for all the compensation paid to the employee in respect of such leave. Reimbursement of salary by CFA shall be at the minimum salary rate for the rank of Full Professor, or at the actual salary rate, whichever is lower.

6.20 For those members of the bargaining team whose normal assignments involve classroom teaching, the requested leave 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 Whenever possible, the foregoing shall be implemented only if the CFA notifies the CSU of the names of members of the bargaining team thirty (30) days before the start of each academic term during which bargaining will occur.

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.

### **New Employee Orientation**

#### **Definitions**

**6.24 Consistent with state law (Government code section 3255.5(b)(3)), “onboarding” is understood to mean the process by which New Faculty Unit Employees are advised of their employment status, rights, benefits, duties, and responsibilities. It may happen in person, online, through electronic communications, and/or mail or postal courier.**

**6.25 “New Faculty Unit Employee” means any Faculty Unit Employee as defined in Article 2.13 of the CFA-CSU Collective Bargaining Agreement. A temporary Faculty Unit Employee reappointed to a subsequent appointment at the same campus, who held an appointment at that campus in the current or immediately prior academic year shall not be considered a “New Faculty Unit Employee.”**

## **New Employee Orientation - Orientation Events and Programs**

- 6.26** In instances in which new Faculty Unit Employees are "onboarded" by way of New Faculty (Employee) Orientation, in which there is a program and/or an agenda, CFA will receive thirty (30) days' notice of such events. When onboarding events are scheduled with less than thirty days' notice CFA will receive a notice of the event as soon as the information is available for distribution to new employees.
- 6.27** CFA will be allotted time in the program – between the official start and end times of the program, excluding lunch and other breaks – up to a maximum of thirty (30) minutes (or less if agreed to, by both the parties). There shall be no concurrent sessions for the New Faculty Unit Employees. Any deviation from this provision shall be only by mutual agreement.
- 6.28** Per Arbitrator Davis, the CSU shall invite all New Faculty Unit Employees, including those who are not among the tenure/tenure track ranks, to attend an orientation event or program soon after hire for the purpose of onboarding.
- 6.29** Per Arbitrator Davis, at all orientation events and programs, the CSU shall distribute a sign-in sheet for attendees. The sign-in sheets shall ask for at least the following information: name; department; cell phone number; and non-CSU email address. The CSU shall supply CFA's chapters with a copy of sign-in sheets within one business day of any orientation event and/or program.
- 6.30** When New Faculty/Employee Orientation programs are held in spaces that accommodate audio-video media and other technology consistent with "smart classrooms," CFA shall have access to and use of the technology in its presentation upon request and with reasonable notice to the appropriate administrator.
- 6.31** In order to allow CFA leaders to participate in orientations, the CSU shall permit coach, counselor, and librarian faculty reasonable leave to represent CFA at orientation sessions upon request and so long as there is no demonstrable interference with campus programs or operations.

## **New Employee Orientation - Office Visits by Appointment and Drop-in**

- 6.32** In instances in which new Faculty Unit Employees are "onboarded" through scheduled office visits to Human Resources, or Academic Affairs, or equivalent units, the CSU shall inform CFA of any appointments scheduled via a calendar to be shared with CFA. The CSU agrees to copy CFA on any "calendar invites" communicated via email. Additional arrangements may be made between campuses and their local CFA chapter to supplement this arrangement. CFA will be provided the opportunity to attend such appointments, and CFA will provide advance notice of CFA attendance. When onboarding occurs through drop-in visits or CFA representatives are unavailable, the CSU agrees to provide new Faculty Unit Employees with a "packet" to be supplied by CFA for such purposes. CSU agrees that when it distributes CFA packets, or supplies any information

about CFA, its agents will do so without commentary or information beyond the source (the faculty union, CFA). The CSU is not required to offer CFA's packet more than once to any new Faculty Unit Employee.

**6.33** On campuses in which open/drop-in hours are provided for new Faculty Unit Employees to complete “onboarding,” the campuses shall provide the times and locations to CFA’s campus chapter (care of CFA staff and/or CFA Chapter President).

#### **New Employee Orientation - Mail and Online**

**6.34** In instances in which new Faculty Unit Employees are “onboarded” remotely by U.S. mail, other courier services, email, and/or other online mechanisms, the CSU agrees to provide new Faculty Unit Employees with a “packet” to be supplied by CFA for such purposes. CFA packets will be provided in the format utilized by the campus (paper or electronic) for new Faculty Unit Employees who do not physically present themselves to CSU’s administrative offices. If the CSU is unable to distribute CFA’s “packet” in the format provided, the parties agree to reach alternative solutions at the campus level. CSU agrees that when it distributes CFA packets, or supplies any information about CFA, its agents will do so without commentary or information beyond the source (the faculty union, CFA). The CSU is not required to offer CFA’s packet more than once to any new Faculty Unit Employee.

**6.35** In the official notification of appointment of a new faculty unit employee, the CSU agrees to include the following statement which will be attributed to CFA: “You are represented by the California Faculty Association, a union of 29,000 professors, lecturers, librarians, counselors and coaches who teach in the California State University system. In classrooms on the 23 CSU campuses, CFA members work hard to teach our students. To join, as an active member with rights to vote and engage fully on behalf of yourself and others, go to: <https://www.calfac.org/join-cfa>.” This message and link may be updated annually upon the union's request. If the CSU objects to the content of any updated message because it deviates from the purpose of this agreement, the parties agree to submit the matter to a neutral third party (next available arbitrator in current Article 10 panel).

**6.36** If a campus offers a web page devoted to onboarding new faculty unit employees, the CSU agrees to include the following statement which will be attributed to CFA: “You are represented by the California Faculty Association, a union of 29,000 professors, lecturers, librarians, counselors and coaches who teach in the California State University system. In classrooms on the 23 CSU campuses, CFA members work hard to teach our students. To join, as an active member with rights to vote and engage fully on behalf of yourself and others, go to: <https://www.calfac.org/join-cfa>.” This message and link may be updated annually upon the union's request. If the CSU objects to the content of any updated message because it deviates from the purpose of this agreement, the parties agree to submit the matter to a neutral third party (next available arbitrator in current Article 10

panel). Per Arbitrator Davis, the CSU shall display/embed CFA's "Message From Your Union" video, which may be updated annually upon the union's request. If the CSU objects to the content of any updated video because it deviates from the purpose of the agreement, the parties agree to submit the matter to a neutral third party (next available arbitrator in the Article 10 panel).

### **New Employee Orientation - Employee Information**

**6.37** AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file for newly hired Faculty Unit Employees within 30 days of the date of hire or by the first pay period of the month following hire. The CSU agrees that in each pay period the CSU will provide the required new hire information for the two prior pay periods. The parties agree to continue to adhere to Article 6.9 of the Collective Bargaining Agreement. Nothing in this agreement is intended to undermine or discourage campus and local CFA chapters from developing and/or maintaining additional campus-based practices regarding the provision of employee information.

**6.38** AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file for all employees at least every 120 days. The CSU shall provide the required information by November 15 and May 15 of each year based on data available as of October 31 and April 30 of each year. Notwithstanding this provision, the CSU shall supply information at any time upon request of CFA.

## 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. This provision shall not be interpreted to preclude the participation of CFA and Chancellor's Office staff at such meetings.
- 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 that 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 and those matters subject to grievance under Section 89542.5 of the Education Code. It is the express understanding of the parties that these procedures meet or exceed the requirements of the Education Code pursuant to Government Code Section 3572.5 (3)(b)(1).

#### Definitions

10.2 As used herein:

- a. The term "grievance" when filed by the CFA shall mean an allegation that the CFA, an employee, or a group of employees, have been directly wronged by a claimed violation, misapplication, or misinterpretation of a specific term or provision of this Agreement. The CFA may only file a grievance under the contractual grievance process pursuant to provision 10.22.
- b. The term "grievance" when filed by an employee, or group of employees, under either the statutory grievance process pursuant to provision 10.11, or the contractual grievance process pursuant to provision 10.22, shall mean an allegation that the employee was directly wronged in connection with the rights accruing to ~~his or her~~ **their** job classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like, including but not limited to rights arising under this Agreement. A grievance does not include matters such as salary structure, which requires legislative action, and Equity Increases as defined in Article 31, which provide for their own binding appeals processes.
- c. The term "grievant" or "grievants" shall mean:
  1. For statutory grievances: any faculty unit employee(s) who has/have been employed for more than one semester or quarter who allege(s) ~~s/he/they~~ **has/** have been directly wronged in connection with the rights accruing to ~~his or her~~ **their** job classification, benefits,

working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like, including but not limited to rights arising under this Agreement, either individually or as a group.

2. For contract grievances filed by an employee(s): any faculty unit employee(s) who allege(s) ~~s/he/they~~ ~~has/have~~ been directly wronged in connection with the rights accruing to ~~his or her~~ **their** job classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like, including but not limited to rights arising under this Agreement, either individually or as a group.

3. 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 in accordance with provision 10.2(a). The CFA shall not grieve on behalf of unit members who do not wish to pursue individual grievances.

- d. The term "employee" in this Article shall mean a member of the bargaining unit.
- e. 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.
- f. 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, facsimile, or electronically through use of email. **The Union and the CSU shall endeavor to use email whenever practicable, and a copy of the email shall serve as receipt.** If personal delivery is used, the grievant or appropriate administrator shall provide a written receipt to the person delivering the document. If certified mail is used, the return receipt shall establish the date of delivery. If ~~telefax/facsimile~~ is used either to file or to respond at Level II, the ~~telefax/facsimile~~ transmittal cover letter shall serve as receipt. **If electronic mail is used, the receiving party shall acknowledge receipt.** A response or filing shall not be considered accomplished in the absence of acknowledgement consistent with this provision of the Agreement.

## Grievance Forms

- 10.3
- 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 re-filing utilizing the appropriate form shall take place within seven (7) days of receipt of the appropriate form.

## Grievance Procedure

### Level I – Campus Level

- 10.4 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)~~ **forty-nine (49)** days after the event giving rise to the grievance, or no later than ~~forty-two (42)~~ **forty-nine (49)** days after the grievant knew or reasonably should have known of the event giving rise to the grievance. In all grievances, the grievant shall state clearly and concisely on a grievance form:
- a. with regard to a statutory grievance, the right(s) the grievant alleges were violated as set forth in provision 10.2. When claiming a violation of the Collective Bargaining Agreement, the term or terms of the Agreement alleged to have been violated, misinterpreted, or misapplied;
  - b. a description of the grounds of the grievance including names, dates, places, times, necessary for complete understanding;
  - c. a proposed remedy;
  - d. the name, department or equivalent unit, **email address and/or mailing** address at which the grievant shall receive all correspondence relating to the grievance, position/classification of the grievant and the grievant's signature;
  - e. the name, **email address** and **/or mailing** address of the grievant's representative, if any; and
  - f. the date of submission.

- g. No later than the Level I meeting, or the Level II meeting where the grievance is filed directly at that Level pursuant to this provision, the grievant shall identify to the appropriate administrator in writing the source(s) of the right(s) alleged to have been violated.

When CFA is claiming a violation of the Collective Bargaining Agreement, if the grievance derives from an action or decision by the Chancellor's Office or is a case seeking a statewide contract interpretation, CFA may file the grievance directly with the Chancellor's Office, at Level II.

10.5 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 in order that, 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 granted unless the appropriate administrator makes a determination that to do so would seriously impede resolution of the grievance.

- a. Upon request of the grievant during the postponement period(s), the President shall arrange an informal conference between the appropriate administrator and the grievant.
- b. 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 Level 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 Level I.
- c. The grievant shall have the right to representation by CFA during attempts at informal resolution of the grievance.

10.6 At the time of filing of a grievance by an individual employee or group of employees the grievant shall make an election by using the appropriate grievance form between the two procedures set forth below: (a) Statutory Procedure or (b) Contractual Procedure. Failure of the employee(s) to make an election in the appropriate box on the grievance form as between the Statutory and Contractual Procedures shall result in the automatic processing of **his/her/their** grievance under the Contractual Procedure. In the cases of grievances filed by the CFA, the CFA may not, on behalf of itself or an employee or group of employees, elect to process a grievance under the

Statutory Procedure, but must in all cases process its grievances under the Contractual Procedure.

- 10.7 All complaints of discrimination, including those under Article 16, shall be handled pursuant to procedures set forth in relevant CSU executive orders (as mandated by state and federal laws). At the conclusion of those complaint procedures, a Level I meeting shall be held with the grievant and the grievant's representative pursuant to 10.8. After the Level I meeting, the grievance shall proceed in accordance with the provisions of this Article. CFA shall not unreasonably refuse CSU's requests for extensions to the Article 10 timeline in order to complete the discrimination complaint procedures.
- 10.8 Within ~~fourteen (14)~~ **twenty-one (21)** days after the Level I filing as provided in provision 10.4, the appropriate administrator shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time at the campus where the grievant is employed. At this meeting the grievant shall fully present ~~his/her~~ **their** case, including all relevant facts, arguments and proposed remedies being sought. In the event that the grievant and appropriate administrator cannot successfully resolve the grievance, then the appropriate administrator shall respond in writing to the grievant no later than ~~fourteen (14)~~ **twenty-one (21)** days after the Level I meeting. Such response shall include a statement of reasons for any denial of the grievance.

### Faculty Hearing Panel and the Statutory Grievance Process

#### Faculty Hearing Panel Procedures

- 10.9 The panel shall consist of all full-time faculty unit members of Bargaining Unit 3 on a campus.
- 10.10 CSU and CFA shall each designate one individual to serve as panel co-chairpersons for each campus. Service as a member of the panel or the Faculty Hearing Committee, if selected, is a normal obligation of each full-time member of Unit 3 during the periods of the year when required to render services and shall not result in or require additional compensation. Service on Faculty Hearing Committees by full-time Temporary Faculty Unit Members shall be voluntary. Temporary Faculty Unit Members may opt out of participation. Participation on a Faculty Hearing Committee shall be considered "service" to the campus community for all applicable purposes. Service as the panel co-chairperson shall be voluntary.

## The Statutory Grievance Process

- 10.11 In the event the grievance is not settled to the grievant's satisfaction at the Level I meeting, or by the Level I response by the appropriate administrator, the individual employee grievant (or group of employees) may file a grievance appeal with the Academic Vice President, Provost, President or designee no later than fourteen (14) days after receipt of the Level I response, for hearing before a Faculty Hearing Committee, selected by lot from the Campus Faculty Hearing Panel. The grievant shall attach a copy of the Level I grievance filing and the Level I response together with any documents presented at Level I.
- 10.12 Within seven (7) days after the filing of the grievance appeal as provided in 10.11, the Faculty Hearing Panel Co-chairpersons shall jointly schedule the selection of the Faculty Hearing Committee. The membership of the Faculty Hearing Committee shall be selected by lot from the Campus Faculty Hearing Panel and shall consist of three (3) members and one (1) alternate. No Faculty Hearing Panel member may serve on a Faculty Hearing Committee if **s/he has they have** been directly involved with or a party to matters related to the grievance before the Faculty Hearing Committee. Each Faculty Hearing Committee shall be appointed and serve on an ad hoc basis until the Committee has issued its decision on the grievance in question. Participation on a Faculty Hearing Committee shall be considered "service" to the campus community for all applicable purposes.
- 10.13 Upon selection of the Faculty Hearing Committee, the Academic Vice President/Provost or designee shall provide written notice to the grievant, appropriate administrator, and the selected committee members. **Faculty Hearing Committees will be constituted and convened only during the Academic Year.**
- 10.14 A hearing of the grievance in question shall be scheduled to occur within fourteen (14) days from the date of notification to all parties of the selection of the Faculty Hearing Committee at a mutually acceptable time at the campus where the grievant is employed.
- 10.15 There shall be no post-hearing briefs. The hearing will not exceed one (1) day with equal time for each party, except by written agreement of the parties.
- 10.16 Conduct of the hearing shall be at the discretion of the Faculty Hearing Committee but shall be open to the public at the discretion of the grievant. The standard of review by a Faculty Hearing Committee is the same as the standard of review by an arbitrator as specified below in this Article. The grievant shall

have the burden of proving the substance of the grievance by a preponderance of the evidence.

- 10.17 The panel co-chairpersons shall ensure that an official record of the proceedings is taken in a manner agreed to by the parties. If no agreement is reached, the proceedings shall be recorded by the Faculty Hearing Committee and the grievant and the appropriate administrator shall each be provided a single copy of the recording if the grievance is subsequently appealed to arbitration under provision 10.21.
- 10.18 The grievant shall have the right of representation before the Faculty Hearing Committee by a faculty adviser or other representative of ~~his or her~~ **their** choice.
- 10.19 The Faculty Hearing Committee shall file with the appropriate administrator its written grievance decision within fourteen (14) days of the commencement of the hearing. Such decision shall include a statement of reasons for any denial or granting of the grievance. All limitations on the authority of an arbitrator, including those specified in 10.26(i), (j) and (k) below, apply to the recommendations of the Faculty Hearing Committee.

#### Presidential Review

- 10.20 The Faculty Hearing Committee shall provide the President, the grievant, the appropriate administrator, and the grievant's representative (if any) with a copy of its written grievance decision at the time it is issued. Within twenty-one (21) days of the President's receipt of the decision, ~~s/he~~ **they** shall inform the grievant and Faculty Hearing Panel Co-Chairpersons in writing of ~~his/her~~ **their** decision, which may be to accept the decision of the Faculty Hearing Committee; to accept the decision in part and reject the decision in part; or to reject said decision. In the event the President determines to reject the decision of the Faculty Hearing Committee, ~~s/he~~ **they** shall provide a statement of reasons for said decision.
- 10.21
- a. If there is no disagreement between the Faculty Hearing Committee's decision and the President's decision, then the President's decision shall be final and binding.
  - b. If the President rejects a decision of the Faculty Hearing Committee to sustain the grievance in question, the grievant may elect to go before an arbitrator whose decision shall be final and binding.

- c. Where the President agrees in part, and disagrees in part, with a decision of the Faculty Hearing Committee, then it is only the issue(s) with which the President disagrees that may be appealed to an arbitrator whose decision shall be final and binding. The President's decision on issues on which there is no disagreement shall be final and binding and not subject to arbitration.

Any election for arbitration pursuant to (b) or (c) preceding shall be made **either** by certified mail, return receipt requested, **or electronic mail**, directed to the Office of Labor Relations in the Office of the Chancellor within seven (7) days of receipt of the President's decision. **If electronic mail is used, a copy of the email shall serve as receipt. The grievant may also request arbitration by telefax/facsimile transmittal. If telefax/facsimile is used, the transmittal cover letter shall serve as receipt. The grievant may also request arbitration by telefax transmittal. If telefax transmittal is used, the receiving party shall fax back a copy of the cover letter with 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.** Failure to request arbitration within seven (7) days of receipt of the President's decision shall constitute a waiver of the right to an arbitration hearing, and the President's decision shall be final and binding. Said arbitration shall be conducted according to the rules and procedures set forth in provision 10.26.

### Contractual Procedure

- 10.22 If the grievant elects to pursue the Contractual Procedure (and in all CFA-filed grievances), within **fourteen (14) twenty-one (21)** days after the filing of the grievance, the appropriate administrator shall hold a meeting with the grievant and the grievant's representative, if any, at a mutually acceptable time and location. The appropriate administrator shall respond in writing to the grievant, no later than **fourteen (14) twenty-one (21)** days after the Level I meeting. Such response shall include a statement of reasons for any denial of the grievance.

### Level II – Office of the Chancellor

This section is not applicable to any grievance filed under the Contractual Procedure challenging the non-appointment or non-reappointment to a probationary or tenured position or the denial of tenure or promotion.



- 10.23 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 ~~fourteen (14)~~ **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.
- 10.24 A designated individual in the Office of the Chancellor and the representative of the grievant, if any, shall schedule a grievance meeting at the Office of the Chancellor within ~~fourteen (14)~~ **twenty-one (21)** of the Level II filing.
- a. At the Level II meeting the grievant shall identify to the designated individual in the Office of the Chancellor the source(s) of the right(s) alleged to have been violated. The grievant may include additional sources to those cited at any Level I meeting.
  - b. In cases where CFA is the grievant, and is grieving on behalf of a group of employees, the grievant shall define in writing the class(es) of Unit 3 members on whose behalf the CFA is seeking a remedy.
    - i. Where the names of the grievants within the class are known to the CFA at the time of the Level II meeting, then the CFA shall identify the individuals within the class(es) by name.
    - ii. Where the CFA claims that it does not have sufficient information available for it to be able to identify the class(es) of grievants by name at the time of the Level II meeting, then the CFA shall nevertheless define the class(es) of grievants to the CSU with sufficient specificity so as to allow the CSU to identify, through further inquiry, the individuals within the said class(es) by name.
  - c. The designated individual in the Office of the Chancellor shall respond no later than ~~fourteen (14)~~ **twenty-one (21)** days after the meeting, and the written response shall specifically address the issues raised in the Level II meeting.
- 10.25 If the grievance is not settled at Level II, then within forty-two (42) days after receipt of the Level II response or the expiration of the time limits for filing such response, the CFA, upon the request of the grievant, may request arbitration by giving notice to that effect, by electronic mail, facsimile, or certified mail, return receipt requested, directed to the designated individual in the Office of the Chancellor consistent with 10.2f. The CFA may also request arbitration by

electronic mail, facsimile, or certified mail, return receipt requested, directed to the designated individual in the Office of the Chancellor consistent with 10.2f. Representation at arbitration shall be by CFA only.

### Arbitration

10.26 Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the AAA Labor Arbitration Rules, subject to the following provisions:

- a. The parties shall meet within thirty (30) days of the ratification of this Agreement to select a panel of **at least** twenty (20) members. **~~If no agreement is reached on the panel within a sixty (60) day period from the ratification of this Agreement, the parties shall designate arbitrators for each case in accordance with AAA Labor Arbitration Rules until agreement on a panel is reached. If~~** at least twenty (20) arbitrators are not selected for the list within a sixty (60) day period from the ratification of this Agreement, the unfilled position(s) will remain in the rotation. Each time a vacant position comes up in the rotation, the parties shall designate arbitrators for each case assigned to the vacant position(s) in accordance with AAA Labor Arbitration Rules. The parties shall split the administrative cost of obtaining a list from AAA by having the CSU pay the full cost for the first occurrence, with the cost of subsequent occurrences alternating between the parties. The parties will continue the traditional practice of splitting the arbitrator's fee. The parties may mutually agree to add arbitrators to the list at any time.
- b. If the parties agree to a panel of arbitrators, either party may preemptorily challenge two (2) members on the 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. If the parties are not able to agree on a replacement within thirty (30) days, then the cases scheduled for that particular arbitrator, or any new cases that would otherwise have been scheduled for that arbitrator by virtue of the procedure detailed in 10.26(d), will be heard by an arbitrator designated by the parties in accordance with AAA Labor Arbitration Rules on a case by case basis until agreement on a replacement is reached. 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 their** removal prior to the receipt by the parties of any of **his/her their** pending awards.

- c. 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, except those involving the denial of promotion, filed to 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. 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. In order to assign arbitrators to cases and schedule hearings as expeditiously as possible, the parties shall observe the following procedures: Following selection of the panel, arbitrators shall be assigned numbers in alphabetical order by last name. Cases shall then be assigned at first instance to arbitrators in the order established by lot, and sequentially thereafter by reference to that established order.
  
- e. If any arbitrator assigned to hear a case through the procedure set forth in 10.26(d) is unable to offer at least one hearing date within one hundred and ten (110) days of the date ~~s/he they were was~~ assigned the case, the case shall be reassigned to the next arbitrator in the rotation, who shall be required to offer at least one hearing date within one hundred and ten (110) days of being assigned the case. If the next arbitrator in the rotation is not able to offer a date within one hundred and ten (110) days, then the process shall be repeated.

- f. The parties shall accept the first date offered pursuant to 10.26 e. Either party may request the date to be rescheduled based on witness availability or other issues that require rescheduling.
- g. In the event that vacancies occur in the agreed upon panel whether by challenge or unavailability of an arbitrator, such vacancies shall be filled by mutual agreement within fourteen (14) days of the date of the vacancy. If mutual agreement is not possible, each party shall submit to the other a list of five (5) preferred replacement arbitrators. The parties shall alternately strike from the combined list of ten (10) arbitrators until a single name remains who shall be designated as the replacement arbitrator. Option for the first strike shall be determined by a coin toss.
- h. 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.

Absent a mutual agreement to the contrary, if an arbitrability question exists, there shall be a bifurcated hearing in which the arbitrator shall determine the arbitrability question after the submission of post-hearing briefs and prior to a separate hearing, if any, on the merits of the grievance.

- i. The arbitrator's award shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing, the record of the Faculty Hearing Committee (if any) and upon any post-hearing briefs. Upon mutual agreement of the grievant and the CSU, a grievance may be submitted to an arbitrator for final determination based solely on the record of the Faculty Hearing Committee, documents and briefs submitted by the parties, without need for a hearing.
- j. The arbitrator shall have no authority to add to, subtract from, modify, or amend the provisions of this Agreement.
- k. 1. The standard for review of the arbitrator in statutory cases or contractual cases filed by individual faculty, except in grievances challenging the non-appointment or non-reappointment to a

probationary or tenured position or the denial of tenure or promotion, is whether the CSU directly wronged the grievant(s) in connection with the rights accruing to their job classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like. The arbitrator may not review matters, such as the salary structure, which require legislative action or merit pay.

2. The standard for review for the arbitrator in contractual cases filed by CFA is whether the CFA, an employee or a group of employees have been directly wronged by a claimed violation, misapplication or misinterpretation of a specific term or provision of this Agreement.
1. The standard of review of an arbitrator in grievances challenging the non-appointment or non-reappointment to a probationary or tenured position or the denial of tenure or promotion shall be as follows:

In grievances challenging the non-appointment or non-reappointment to a probationary or tenured position or the denial of tenure or promotion, the arbitrator shall recognize the importance of the decision not only to the individual in terms of ~~his/her~~ their livelihood, but also the importance of the decision to the institution involved. The arbitrator shall not substitute ~~his/her~~ their judgment for the decision of the President made in the RTP process, but may correct violations of procedure or arbitrary, capricious, or discriminatory decisions by a President only as follows:

The arbitrator shall not find that an error in procedure will overturn an appointment or re-appointment to a probationary or tenured position, promotion, or tenure decision on the basis that the proper procedure has not been followed unless:

1. The arbitrator finds on a preponderance of evidence that a procedural error occurred; 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~~ their judgment to retain jurisdiction.

An arbitrator shall not grant appointment or re-appointment to a probationary or tenured position, promotion, or tenure, except in extreme cases where it is found on clear and convincing evidence that:

3. The final campus decision was not based on reasoned judgment;
4. but for that, it can be stated with certainty that appointment or re-appointment to a probationary or tenured position, promotion, or tenure would have been granted; and
5. 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.

- m. In arbitrations in which the CFA (or its agent) is either a grievant or a grievant's designated representative, the cost of the arbitrator's fee, including any cost of a transcript requested by both parties, shall be borne equally by the parties except
  1. In all cases, each party shall bear the costs of its advocate(s).
  2. Unilateral withdrawal, unilateral postponement and unilateral cancellation fees shall be borne by the party who requests the withdrawal, postponement or cancellation.
  3. Expenses for witnesses shall be borne by the party who calls them.
  4. In arbitrations in which the CFA is neither a grievant nor a grievant's designated representative, the costs incurred in arbitration shall be paid by the CSU in accordance with Education Code Section 89542.5.
- n. A final decision or award of the arbitrator shall be made within thirty (30) calendar days after the submission of briefs, and/or the close of the hearing where the parties have agreed not to submit post-hearing briefs. Such decision or award shall be binding upon the CFA, the CSU, and the employee(s) affected thereby.

Grievances Pertaining to the Appointment, Reappointment, Work Assignments or Careful Consideration per Article 12 of Temporary Faculty: Permanent Umpire

10.27 If a grievant pursuing a grievance on a matter pertaining solely to appointment, reappointment, or work assignment under Article 12 is not satisfied with the resolution of ~~his/her~~ **their** grievance by the Faculty Hearing Committee process, including presidential review (provisions 10.20 through 10.21), or by the Office of the Chancellor at Level II, then in lieu of the arbitration procedures set forth elsewhere in this Article, the grievant may submit the grievance to a special, permanent Article 12 Umpire jointly selected by CFA and CSU who shall hear all such grievances thus appealed. The deadlines for submission of the grievance to the Article 12 Umpire shall be the same as specified for submissions to Arbitration under this Article. The Umpire shall schedule a hearing on such cases within thirty (30) days of the Umpire's receipt of the appeal at a time and place acceptable to the parties. Since time is frequently of the essence in rendering a remedy that is meaningful for both temporary faculty members and the departments that need to make real time hiring decisions, hearing procedures shall be as determined by the Umpire, consistent with the principles of due process and the goals of expedition and efficiency, but shall provide for no more than one (1) day of hearing except by written agreement of the parties. Except upon the written agreement of the parties in a particular case, no briefs shall be filed. The Umpire's decision sustaining or denying the grievance shall be issued in the form of a bench ruling after a brief study period at the conclusion of the hearing, but in no event later than three (3) days from the close of the hearing, and need not include supporting rationale unless requested by a party. The Umpire's decision shall not set a precedent, and it shall not be cited in any other administrative or legal forum.

- 10.28
- a. The parties shall meet within thirty (30) days of the ratification of this Agreement to select an umpire to hear cases pursuant to Sections 10.27-29 of this Agreement. If no agreement is reached, each party shall designate three (3) arbitrators for possible selection. The parties shall alternately strike from the combined list of six (6) arbitrators until a single name remains who shall be designated as the Umpire. Option for the first strike shall be determined by a coin toss.
  - b. If the Umpire thus selected is unable to provide the number of hearing dates required by provision 10.28(d), this process shall be repeated using another list of six (6) names designated by the parties until an Umpire is selected who can fulfill the requirements of Section 10.28(d). It shall not be a bar that any individual so designated had previously been submitted in any previous stage of this process. This process shall also be used if an Umpire selected withdraws from this position after selection and acceptance of the appointment.

- c. The term of the Umpire shall be one (1) year from the date of selection. At the end of this term, either party may decline the reappointment of the umpire. If an appointment is not renewed, the process described in the preceding will be repeated using a new group of six (6) nominees if mutual agreement on a successor Umpire is not reached.
- d. Upon selection by the parties, the Article 12 Umpire shall be scheduled for a minimum of two (2) hearing dates per month for the resolution of the previously-referenced temporary faculty Article 12 cases, unless there are insufficient pending cases to warrant the scheduling of the minimum two (2) hearing dates.

The costs of the Umpire procedures shall be allocated as provided in provision 10.26 for standard arbitration proceedings.

- 10.29 By mutual written agreement of the parties, issues other than grievances pertaining solely to appointment, reappointment or work assignment under Article 12 may be referred to the Umpire for adjudication through this Umpire procedure, provided that at least one of the issues being grieved pertains to appointment, reappointment or work assignment under Article 12.

### Mediation

- 10.30 Grievances appealed to arbitration under the Contractual Procedure or the Statutory Procedure 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 written 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

- 10.31 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 President. It is understood that the purpose of the procedure is to resolve grievances promptly and that extensions shall be sought only for good cause.
- 10.32 When meetings, conferences, Faculty Committee hearings or arbitration hearings are held under this Article, employees who are entitled to attend, including Faculty Hearing Committee members, 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.
- 10.33 No reprisals shall be taken against any employee for the filing and processing of any grievances.
- 10.34 a. Except for good cause shown, only those events, issues, and sections of this Agreement cited in the initial filing at Level II may be considered at subsequent levels.
- b. In cases where the CFA is the grievant, only the CFA and those members of the class described pursuant to provision 10.24(b), shall be eligible for a remedy.
- 10.35 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 or the Faculty Hearing

Committee, provided that such release time shall not conflict with any scheduled classes and office hours.

- 10.36 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 resolved by the decision at the prior step.
- 10.37 In cases where it is necessary for the grievant or ~~his/her~~ their representative to have information for the purpose of investigating a grievance, the grievant or ~~his/her~~ their representative shall make a written request for reasonably specific information to the appropriate administrator. The grievant or ~~his/her~~ their representative shall have the right to receive, within thirty (30) days, such information not protected from disclosure under the laws and regulations governing the right of privacy that would assist in adjusting the grievance. The CSU shall notify the grievant or ~~his/her~~ their representative whenever the information cannot be provided within this thirty (30) day period. Such notification shall include the grounds on which the CSU has determined that the requested information is protected from disclosure.
- 10.38 When a party has made a request for data or documents it is legally entitled to receive, and if an arbitrator determines that the responding party failed to provide such data or documents in a timely manner, then the party failing to provide the materials may be prohibited from introducing or relying upon that material in the arbitration hearing. Among the factors to be considered in determining whether the failure to produce such data or documents in a timely manner should lead to their exclusion are the availability of the data or documents, the form in which the material is available, and the amount of labor involved in producing the materials, as well as the cost of such production. Production shall include providing access to data and documents readily available on line.
- 10.39 A decision to submit a grievance to arbitration shall be a waiver of all other remedies except as provided otherwise by statute.
- 10.40 A grievance settlement shall not set a precedent, except as otherwise mutually agreed in writing by the CSU and the CFA.
- 10.41 A grievance may be withdrawn at any time. The grievant is then prohibited from filing any subsequent grievance on the basis of the same event.

- 10.42 The CSU and CFA may mutually agree to consolidate grievances on similar issues at any level.
- 10.43 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. If the CFA is neither a party to the proceeding nor the grievant's designated representative in the proceeding, any recommendation of the Faculty Hearing Committee or decision of an Arbitrator shall not operate as a precedent.
- 10.44 The parties acknowledge that grievance records, including grievance files and the content of grievance meetings, may contain information subject to the right of privacy. Grievance records shall be kept in a file separate from the grievant's Personnel Action File, and may be used in arbitrations. Access to information in grievance records is limited to personnel having legitimate business reasons to access it.
- 10.45 Time limits shall be considered tolled when personnel are unavailable due to illness, vacations, or professional reasons.

#### Grievance Administration

- 10.46 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.
- 10.47 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.

### 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 with responsibility for maintenance of the Personnel Action File and shall designate a custodian for the Personnel Action File. If the contents of the

Personnel Action File are stored in electronic format, such information shall be stored securely, and access to the file shall be limited to those individuals authorized to view the file under the terms of this Agreement. 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 Action 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~~ their Personnel Action File. A faculty unit employee shall also have the right to submit a written rebuttal to any material in ~~his/her~~ their Personnel Action File, or scheduled for placement in ~~his/her~~ their 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~~ their Personnel Action File that the appropriate administrator initially considers to be accurate and relevant, and the faculty unit employee shall be provided with a copy of such material at least five (5) days prior to such placement.
- 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, if any, shall be made within five (5) days of the receipt of the notification. If no meeting is requested, the material will be placed in the file. If a meeting is requested, it shall take place within ten (10) days of the request made by the faculty member.
- 11.6 Following the meeting in provision 11.5, 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. The appropriate administrator may grant the request by the faculty member for a correction of the material and/or a deletion of all or a portion of the material. Should the appropriate administrator determine that all or part of the contested material is accurate and relevant and will be placed in the file, the faculty member may file a rebuttal as provided in provision 11.2 and/or seek removal of said material by appeal as provided in provision 11.14. This provision, and provisions 11.4 and 11.5, 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 to the faculty member.

- 11.10 A faculty unit employee shall have the right of access to all material in **his/her their** 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 their** 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 them** 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, ~~s/he~~ they may request in writing a correction of the material and/or a deletion of all or a portion of the material. 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 ~~s/he~~ they 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 made pursuant to provision 11.13 is denied by the custodian of the file, or if the faculty member wishes to appeal a determination for material to remain in ~~his/her~~ their file pursuant to provision 11.6, 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 decision. 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 to correct the material and/or delete all or a portion of the material, 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, including access to the file by administrators, when access is not for the purpose of routine maintenance. 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. Appointments shall be made in accordance with Article 16, Non-Discrimination.
- 12.2 Official notification to an employee of an appointment shall include the beginning and ending dates of appointment, classification, time base, 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 their** 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 with a timebase equal to or greater than the timebase in the prior

academic year. Such appointment shall be subject to the limitations stated in provision 12.5. Units taught during extension for credit programs shall not be included as part of the temporary faculty member's entitlement base. Application towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.

- 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. If during the term of an appointment, a less than full-time temporary employee is assigned additional work up to and including full-time, the employee's entitlement for that appointment shall not be increased and shall continue to be on a conditional basis for the duration of that appointment. A subsequent full-time appointment will be unconditional pursuant to 12.6.

The conditions established at the time of appointment may relate to enrollment and budget considerations. If a class is canceled prior to the third class meeting, the temporary employee shall be paid for the portion of the academic term worked prior to the cancellation. If a class is canceled after the third class meeting, the temporary employee shall either be paid for the remaining portion of the class assignment or provided an alternate work assignment.

The partial or complete reduction in time base of a temporary part-time faculty unit employee may be accomplished pursuant to provision 12.5 and does not require the layoff of the employee pursuant to Article 38.

- 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 bylaws 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** their right to file a grievance shall be limited to allegations of a failure to give careful consideration.

- 12.8 The list maintained by each department or equivalent unit pursuant to provision 12.7 of temporary employees who have been evaluated by the department or equivalent unit shall also include the courses previously taught in the department.
- 12.9 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** their previous appointment.
- 12.10 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.
- 12.11 A temporary faculty unit employee who receives a new appointment may be placed on the salary schedule above the maximum Service Salary Step Increase rate within **his/her** their then-current salary range.

### Three-Year Appointments

- 12.12 Temporary faculty unit employees (excluding coaches) employed during the prior academic year and possessing six (6) or more years of prior consecutive service on that campus shall be offered a three-year temporary appointment following an evaluation conducted pursuant to provisions 15.20(d) and 15.28, where there is a determination by the appropriate administrator that a temporary faculty unit employee has performed the duties of **his/her** their

position in a satisfactory manner; and absent documented serious conduct problems.

**Nothing in this section limits a coach from being offered a multi-year appointment pursuant to Provision 12.3.**

In addition to other provisions of this Agreement, the following special conditions shall apply:

- a. For purposes of this section, one (1) 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, the entire six (6) year period must have been worked on a single campus in a single department. Units taught during extension for credit programs shall not be included as part of the temporary faculty member's entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.
- b. Three-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 provision 12.3 of this Agreement. Subsequent three-year entitlements are determined by the time base held during the third year of the prior three-year appointment. Units taught during extension for credit programs shall not be included as part of the temporary faculty members' entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.
- d. The President shall decide the type and extent of course offerings for the department, consistent with current policies and procedures on each campus.
- e. In the event there is no work available to satisfy the time base entitlement during any academic term of a three-year appointment, the temporary

faculty employee shall continue to maintain this contractual entitlement for the duration of the three-year appointment.

- f. If no work exists in the department to support the initial or subsequent three-year appointment of the temporary faculty unit employee, or if the time base of the temporary faculty unit employee was zero during the third year of **her/his their** three-year appointment, **s/he they** shall be placed on a departmental list pursuant to provision 38.48. When such a temporary faculty unit employee is officially notified that no work exists to support the initial or subsequent three-year appointment, the official notification shall also inform the temporary faculty unit employee of the right to be placed on a list for a period of three (3) years. No later than July 1 of each year during the period the temporary faculty unit employee is on the list, the temporary faculty unit employee must inform **his/her their** department chair of the temporary faculty unit employee's interest in and availability for employment. Included in this written notice shall be current, accurate contact information. Failure to notify the chair shall result in removal from the department provision 38.48 list.

Upon request, CFA shall be provided with a copy of all letters informing a three-year **lecturer temporary faculty unit employee** that no work exists in the department to support the subsequent appointment.

An employee returning from the provision 38.48 list will be employed at the same rate of pay that they previously received, but benefits eligibility shall be determined by the faculty member's time base at the time of return to work. The period in which the employee was on the department provision 38.48 list shall not constitute a break in service regarding rights previously accrued under Article 12.

- 12.13 Temporary faculty (excluding coaches) holding three-year appointments shall be reappointed to a subsequent three-year appointment, **consistent with provision 12.12**, following an evaluation conducted pursuant to provisions 15.20(d) and 15.29, where there is a determination by the appropriate administrator that a temporary faculty unit employee has performed the duties of **his/her their** position in a satisfactory manner; and absent documented serious conduct problems.

These temporary faculty will be reappointed after a three-year appointment unless there is insufficient work for which the faculty member is qualified. In the event there is insufficient work to support the reappointment at the previous time base, the time base of **his/her their** successor three-year

appointment may be reduced to reflect available work for which the temporary faculty member is qualified.

- 12.14 The application of provision 12.12 shall not prohibit the President from making appointments in excess of three (3) years for eligible temporary faculty unit employees.
- 12.15 No later than June 30 of each year, the Administration shall post in each department a list of temporary faculty who it believes **will may** be eligible for a three-year appointment pursuant to provision 12.12 effective with the first appointment of the next academic year. Any temporary faculty who are omitted from the list, but who believe they **are may be** eligible for a three-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 their** possession which will assist in verifying eligibility.

#### Temporary Range Elevation

- 12.16 Procedures for range elevation on the salary schedules that have been previously established at each campus by the President, after recommendation by the appropriate Academic Senate Committee, shall continue in effect unless revised by the campus. Any such procedures that do not provide deadlines for the beginning of the review and the conclusion of the review shall be amended to include these deadlines. The range elevation salary increases shall be effective at the beginning of the first appointment in the academic year following the review.
- 12.17 Those eligible for lecturer range elevation shall be limited to lecturers who have no more eligibility for salary increases pursuant to provision 12.10 in their current range, and have served five (5) years in their current range.

**Additionally, in Academic and Fiscal Years 2021/22, 2022/23, and 2023/24, lecturers and temporary librarian faculty unit employees with six or more years Full Time Adjusted Service (FTAS) in their current range shall be eligible to apply for range elevation. For each Academic or Fiscal Year, FTAS is defined as the average Full Time Equivalent (FTE) over the Academic or Fiscal Year, divided by 0.8, up to a maximum of 1.0 for the year.**

- 12.18 At least thirty (30) days prior to the commencement of the annual campus range elevation process, the campus shall notify those lecturers at the SSI maximum who have five (5) years of service in their current range that they

may be eligible for range elevation. In that notification the campus shall inform the lecturers that receipt of a previous FMI may affect their eligibility for range elevation. The parties agree that failure to notify an eligible lecturer shall not be cause for automatic granting of a range elevation.

The parties further agree that lecturers not notified may be eligible for range elevation pursuant to 12.17 and, if eligible, lecturers may apply for a range elevation.

- 12.19 Criteria for range elevation for temporary faculty (excluding coaches) shall be appropriate to lecturer work assignments.
- 12.20 Denial of range elevations shall be subject to the peer review process. Each campus shall establish a single Peer Review Panel to hear the appeals of any temporary faculty unit employee denied range elevation during that fiscal year. The Panel shall allow for appellants to make a presentation to the Panel and to be represented by CFA if so desired. The Peer Review Panel shall convene and review the case within thirty (30) days. The Panel shall render a decision within thirty (30) days of hearing the case. The decision of the Peer Review Panel shall be final and binding on the parties.

#### Probationary Appointments

- 12.21 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.
- 12.22 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. At the discretion of the

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

b. Each departmental peer review committee recommendation report shall be approved by a simple majority of the membership of that committee.

**c. A departmental peer review committee may review and recommend a probationary faculty unit appointment for a temporary unit employee who has received an offer of tenure track employment. Such a recommendation may only occur in a department where there is no current tenure-line recruitment for which the faculty member is qualified.**

**Such recommendation[s] shall be directed to the President or their designee for review, consideration, and response. The decision of the President or designee shall not be subject to Article 10 (Grievance Procedures) of this Collective Bargaining Agreement.**

12.23 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 12.22.

#### Appointment at Another Campus

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

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

#### Vacancy Announcements

12.26 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.

12.27 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.

- 12.28 The department or equivalent unit shall normally develop vacancy announcements. Such announcements shall be subject to approval by the appropriate administrator. **When campus search committees find a temporary faculty unit employee who has applied for a tenure track position on their campus to be qualified, that employee should be interviewed.**

#### Preference for Available Temporary Work

- 12.29 In the event that the department determines that a need exists to assign new or additional work to temporary faculty unit employees after the assignment needs of tenured and probationary faculty (including FERP, and PRTB faculty) have been satisfied, and after any work to be taught by administrators, teaching associates and other student employees, or volunteer faculty<sup>1</sup> have been assigned, the work shall first be offered to qualified temporary faculty in the department who have performed satisfactorily, in the following order.

a. Assignment Order at the Beginning of the Academic Year

1. First offer work to three-year full-time appointees pursuant to provisions 12.12 and 12.13 of the Agreement.
2. Next, offer work to other continuing multi-year (not three-year under provisions 12.12 and 12.13) full-time appointees.
3. Next, offer work to three-year, part-time appointees pursuant to provisions 12.12 and 12.13 up to their time base entitlement.
4. Next, offer work to individuals whose names appear on the list for the department established pursuant to provision 38.48 up to the time base entitlement of their most recent three-year appointment.
5. Next, offer work to continuing multi-year (not three-year under provisions 12.12 and 12.13) part-time appointees up to their time base entitlement.
6. Next, offer work to Visiting Faculty subject to the limitations in provision 12.32.

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<sup>1</sup> Volunteer faculty are faculty who are not receiving direct compensation from the CSU for the assigned Unit 3 work.

7. Next, pursuant to provision 12.7, give careful consideration to all part-time and full-time temporary faculty with no multi-year appointments who were employed in the academic year prior to the year for which they are being considered. Temporary faculty in this group may be appointed in any order, but must satisfy all provision 12.3 entitlements but may only be appointed up to their time base entitlement. Full-time and part-time temporary faculty with no provision 12.3 appointment rights can be appointed to any time base and for any academic term(s). If a decision is made not to reappoint temporary faculty in this category, the work previously performed by these faculty (if it continues to exist) shall be considered "new or additional" and assigned according to the order set forth in Paragraph 8 below.
  8. Next, assign any remaining temporary work to temporary employees as "new or additional" work in the following order:
    - i. First, offer work to part-time temporary faculty unit employees holding a three-year appointment up to and including a 1.0 time base. In the event the department has a need to assign work for which a temporary part-time faculty unit employee with a one-year appointment is objectively determined to be demonstrably better qualified, the one-year appointee may be assigned the work.
    - ii. Next offer work to part-time temporary faculty unit employees holding a one-year appointment up to and including a 1.0 time base.
    - iii. Last, offer work to any other qualified candidate.
- b. Assignment Order During the Academic Year
1. First offer work to three-year full-time appointees pursuant to provisions 12.12 and 12.13 of the Agreement.
  2. Next, offer work to other continuing multi-year (not three-year under provisions 12.12 and 12.13) full-time appointees.
  3. Next, offer work to three-year, part-time appointees pursuant to provisions 12.12 and 12.13 up to their time base entitlement.



4. Next, offer work to individuals whose names appear on the list for the department established pursuant to provision 38.48, up to the time base entitlement of their most recent three-year appointment.
5. Next, offer work to continuing one-year full-time appointees. Where, as a consequence of following the order of assignment in 12.29.b 1-4, there is insufficient work for which the individual is qualified to support a full-time assignment, the partial or complete reduction in time base of a continuing one-year full-time appointee does not require the layoff of the employee pursuant to Article 38.
6. Next, offer work to continuing one-year and multi-year (not three-year under provisions 12.12 and 12.13) part-time appointees up to their time base entitlement.
7. Next, offer work to Visiting Faculty subject to the limitations in provision 12.32.
8. Next, pursuant to provision 12.7, give careful consideration to all part-time and full-time temporary faculty with no one-year or multi-year appointments who were employed during the current or immediate past academic year. Temporary faculty in this group may be appointed in any order. Full-time and part-time temporary faculty with no provision 12.3 appointment rights can be appointed to any time base and for any academic term(s). If a decision is made not to reappoint temporary faculty in this category, the work previously performed by these faculty (if it continues to exist) shall be considered "new or additional" and assigned according to the order set forth in Paragraph 9 below.
9. Next, assign any remaining temporary work to temporary employees as "new or additional" work in the following order:
  - i. First, offer work to part-time temporary faculty unit employees holding a three-year appointment up to and including a 1.0 time base. In the event the department has a need to assign work for which a temporary part-time faculty unit employee with a one-year appointment is objectively determined to be demonstrably better qualified, the one-year appointee may be assigned the work.

- ii. Next offer work to part-time temporary faculty unit employees holding a one year appointment up to and including a 1.0 time base.
- iii. Last, offer work to any other qualified candidate.

Pursuant to provision 20.2(b), the instructional assignments of individual faculty members will be determined by the appropriate administrator after consultation with the department chair or designee and/or the individual faculty member.

- c. Summer work assignments are to be made pursuant to Article 21, Summer Session.
- d. If it is necessary to assign a temporary faculty unit employee work in excess of 15 weighted teaching units (WTU) in any academic term in order to meet the requirements of provision 12.29 (a) or 12.29 (b), the campus shall compensate the temporary faculty unit employee for the overload under provision 36.5(d), or, by mutual agreement between the temporary faculty unit employee and the appropriate administrator, the campus may provide a commensurate workload reduction (without loss of compensation) in a subsequent academic term to be determined by the appropriate administrator in consultation with the temporary faculty unit employee.

12.30 A temporary counselor faculty unit employee or coaching faculty unit employee may request a classification review at any time during the appointment. All such requests shall be made to the appropriate administrator. Review criteria shall be based on the applicable classification standards for counselor faculty unit employees or coaching faculty unit employees. Procedures for classification review shall be determined by the President. The employee shall be notified in writing of the decision. If the employee is granted a higher classification, the employee shall receive compensation at the higher rate retroactive to the first day of the pay period immediately following the submission of the classification request. Decisions shall not be subject to the grievance procedure, but CFA may submit appeals of decisions for final and binding adjudication to a third-party neutral selected by the parties within 60 days of ratification of this Agreement. Costs shall be borne equally by the parties pursuant to the side letter to be developed by the parties.

12.31 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.

### Visiting Faculty

12.32 Visiting Faculty appointments are full-time appointments for up to one (1) academic year. Individuals appointed into this classification shall not be eligible for a subsequent appointment in this classification for the duration of this Agreement. Pursuant to 12.1, faculty shall be involved in the recruitment and hiring process. The hiring of Visiting Faculty shall not result in the displacement or time base reduction of an incumbent Temporary Faculty Unit Employee as reflected in the order of work in provision 12.29. Effective with Academic Year 2006/2007, the number of employees in the Visiting Faculty classification code shall not exceed one hundred twenty-five (125) full time equivalent faculty (FTEF) systemwide. The use of the Visiting Faculty class code shall expire at the end this Agreement, which includes any extensions agreed to by the parties, and shall be subject to re-negotiation during negotiations for a successor agreement.

### Dedicated Lecturer Pay Raise Funding

12.33 Each department shall be provided with a pool of money sufficient to implement all contractually required increases for all temporary faculty unit employees in that department, and solely dedicated for that purpose.

## 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. Any deviation from the normal six (6) year probationary period shall be the decision of the President following **her/his their** 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.

#### Extensions of the Probationary Period

- 13.7 Upon the request of a faculty unit employee to the President made no later than the first day of the leave of absence listed below, or any extension thereto, **her/his their** probationary period shall be extended for the following duration and reasons:
- a. A one (1) year extension of the probationary period when the employee is on a leave of absence for pregnancy/birth or adoption for one (1) year.

- b. An extension of the probationary period for the duration of the leave when the employee is on a personal leave of absence without pay pursuant to provision 22.8 for one (1) or more full academic years.
  - c. A one (1) year extension of the probationary period when the employee is on a professional leave of absence without pay for two (2) or more academic years.
- 13.8 Upon the request of a faculty unit employee to the President made no later than thirty (30) days prior to the beginning of the academic term in which ~~s/he~~ **they** ~~are~~ **is** scheduled to return to work, ~~her/his~~ **their** probationary period may be extended for one (1) academic year for the following absences of less than one (1) academic year:
- a. Leave of absence for pregnancy/birth or adoption
  - b. Personal leave of absence without pay pursuant to provision 22.8
  - c. Professional leave of absence without pay pursuant to provision 22.24
  - d. Workers' Compensation
  - e. Industrial Disability Leave
  - f. Nonindustrial Disability Leave
  - g. Paid sick leave.
- 13.9 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.
- 13.10 A probationary faculty unit employee shall be subject to a Performance Review pursuant to Article 15, Evaluation, for the purpose of retention.
- 13.11 The President shall review and consider the Performance Review recommendations and relevant material and make a final decision on retention.
- 13.12 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.

13.13 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

13.14 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.

13.15 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.

13.16 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.

13.17 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.

13.18 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 ~~s/he they~~ **has have** no further reemployment rights.

13.19 The President may award tenure to a faculty unit employee before the normal six (6) year probationary period.

13.20 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. 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 ~~s/he they are 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 ~~her/his their~~ 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 ~~s/he they~~ not be considered.

14.4 A faculty unit employee may, upon application, be considered for promotion to professor, librarian equivalent, or SSP-AR Level III, prior to having satisfied the service requirements of provision 14.3.

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 and relevant material and information. 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 faculty unit employees and academic administrators may engage in deliberations and make recommendations to the President regarding the evaluation of a faculty unit employee. At the request of a department, the President may agree that a faculty unit employee participating in the Faculty Early Retirement Program may also engage in deliberations and make recommendations regarding the evaluation of a faculty unit employee. However, faculty committees established for this purpose may not be



comprised solely of faculty participating in the Faculty Early Retirement Program.

- 15.3 Evaluation criteria and procedures shall be made available to the faculty unit employee no later than 14 days after the first day of instruction of the academic term. Evaluation criteria and procedures shall be made available 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. Faculty members teaching online are subject to all the rights and conditions set out in Article 15 and applicable campus evaluation policies. The collection and use of online course quantitative data for evaluation purposes shall only occur when required in campus evaluation policies and procedures.
- 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 therefore. 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 ten (10) 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.

**New review materials shall be inserted into the Working Personnel Action File per Provision 15.12 (b).**

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, external reviewers, and academic administrators. It shall also include all faculty and administrative level evaluation recommendations from the current cycle, and all rebuttal statements and responses submitted.

The contents of the Working Personnel Action File may be compiled and reviewed in electronic format, pursuant to campus policy.

- 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 15.12(c) 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 ~~s/he they~~ wishes to be considered, as well as materials required by campus policy, and for the submission of such materials as may be accessible to ~~him/her them~~. Evaluating committees and administrators shall be responsible for identifying and providing materials relating to evaluation required by campus policy but not accessible to 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 Working 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 other than faculty and administrative evaluations generated during the evaluation cycle and responses or rebuttals by the faculty unit employee being evaluated 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. Copies of the added material shall be provided to the faculty unit employee. 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 to 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 external 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.

15.14 When classroom visits are utilized as part of the evaluation of a faculty unit employee under this Article, the individual faculty unit employee being evaluated shall be provided a notice of at least five (5) days that a classroom visit, online observation, and/or review of online content is to take place. There shall be consultation between the faculty member being evaluated and

the individual who visits **her/his their** class(es) regarding the classes to be visited and the scheduling of such visits.

### Process for Student **Course** Evaluations of **Teaching Faculty Instructional Effectiveness**

- 15.15 Written or electronic student **questionnaire course** evaluations **of faculty instructional effectiveness, also called “student opinion survey” and “student perception of teaching effectiveness” on some campuses,** shall be required for all faculty unit employees who teach. All classes taught by each faculty unit employee shall have such student **course** evaluations unless the President has approved a requirement to evaluate fewer classes after consideration of the recommendations of appropriate faculty committee(s). In cases where student **course** evaluations are not required for all classes, classes chosen for evaluation shall be representative of the faculty unit employee's teaching assignment, and shall be jointly determined in consultation between the faculty unit employee being evaluated and **her/his their** department chair. In the event of disagreement, each party shall select 50% of the courses to be evaluated. The results of these evaluations shall be placed in the faculty unit employee's Personnel Action File. Results of **course** evaluations may be stored in electronic format and incorporated by extension into the Personnel Action File provided that individuals involved in evaluations and personnel recommendations or decisions are provided secure access for these purposes.
- 15.16 Students may, with the concurrence of the department and administrator, be provided an opportunity to consult with the department peer review committee.
- 15.17
- a. Student **course** 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 **course** 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 Working Personnel Action File.
  - c. Faculty unit employees may submit written rebuttals to student course evaluations pursuant to Provision 11.2 when it is believed that**

**additional information is needed or in the case of student bias. Evaluators must review such written rebuttals when reviewing underlying student course evaluations.**

15.18 Student evaluation programs for librarian faculty unit employees, counselor faculty unit employees, and coaching faculty unit employees may be developed at the campus level. If such programs are established, the evaluation process shall be developed by a committee comprised of faculty unit employees and appropriate administrators.

15.19 [Intentionally left blank to preserve later provision references in this Article.]

### Periodic Evaluation

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

- a. Evaluation of temporary faculty unit employees (see 15.23 – 15.30).
- b. Evaluation of probationary faculty unit employees who are not subject to a Performance Review (see 15.31 – 15.34).
- c. Evaluation of tenured faculty unit employees who are not subject to a Performance Review for promotion (see 15.35 – 15.37).
- d. Evaluation of temporary faculty unit employees for three-year appointments pursuant to provisions 12.12 and 12.13.

15.21 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.

15.22 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

- 15.23 Full-time temporary faculty unit employees appointed for two (2) or more semesters or three (3) 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 as defined in provision 15.2, and evaluations by appropriate administrators. Evaluation of full-time temporary Coaching **and Counselor** Faculty Unit Employees shall include an opportunity for peer input and evaluation by appropriate administrators.
- 15.24 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 as defined in provision 15.2 from the department or equivalent unit. Evaluation of part-time temporary Coaching **and Counselor** Faculty Unit Employees shall include an opportunity for peer input and evaluation by appropriate administrators.
- 15.25 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.
- 15.26 Temporary faculty unit employees holding three-year appointments pursuant to Article 12 shall be evaluated at least once during the term of their appointment and may be evaluated more frequently upon the request of either the employee or the President.
- 15.27 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.
- 15.28 Temporary faculty unit employees eligible for a three-year appointment pursuant to provision 12.12 shall be evaluated in the academic year preceding the issuance of a three-year appointment. 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 as defined in provision 15.2, and evaluations by appropriate administrators. The evaluation shall rate the temporary faculty unit employee as either satisfactory or unsatisfactory. Satisfactory ratings may include narrative comments including constructive suggestions for development. This periodic evaluation shall consider the faculty unit employee's cumulative work performance during the entire qualifying period for the three-year appointment. A three-year appointment shall be issued if the temporary faculty unit employee is determined by the appropriate administrator to have performed in a satisfactory manner in carrying out the duties of **her/his their** position. The determination of the appropriate administrator shall be based on the contents of the Personnel Action File and any materials generated for use in any given evaluation cycle pursuant to 15.8. Where the appropriate administrator determines that a temporary faculty unit employee has not performed **her/his their** duties in a satisfactory manner, then the reasons for **her/his their** determination shall be reduced to writing and placed in the Personnel Action File.

15.29 Temporary faculty unit employees holding a three-year appointment pursuant to provision 12.13 shall be evaluated in the third year of the appointment. 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 as defined in provision 15.2, and evaluations by appropriate administrators. The evaluation shall rate the temporary faculty unit employee as either satisfactory or unsatisfactory. Satisfactory ratings may include narrative comments including constructive suggestions for development. This periodic evaluation shall consider the employee's cumulative work performance during the entire three-year appointment. A subsequent three-year appointment shall be issued if the temporary faculty unit employee is determined by the appropriate administrator to have performed in a satisfactory manner in carrying out the duties of **her/his their** position. The determination of the appropriate administrator shall be based on the contents of the Personnel Action File and any materials generated for use in any given evaluation cycle pursuant to 15.8. Where the appropriate administrator determines that a temporary faculty unit employee has not performed **her/his their** duties in a satisfactory manner, then the reasons for **her/his their** determination shall be reduced to writing and placed in the Personnel Action File.

15.30 If a temporary faculty unit employee is subject to a periodic evaluation pursuant to provisions 15.28 or 15.29, and the temporary faculty unit employee

is on an authorized paid or unpaid leave during the period in which the evaluation is scheduled, the employee may request a postponement of the evaluation. If the request is granted, the temporary faculty unit employee's appointment shall automatically be extended through the academic term in which the rescheduled evaluation takes place. If the outcome of the evaluation is a determination by the appropriate administrator of satisfactory performance, the new three-year appointment shall be effective at the beginning of the academic year following the original expiration date of the prior appointment.

#### Periodic Evaluation of Probationary Faculty Unit Employees

- 15.31 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.
- 15.32 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.
- 15.33 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.
- 15.34 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

- 15.35 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. Participants in the Faculty Early Retirement Program (FERP) shall not be required to undergo evaluation unless an evaluation is requested by either the FERP participant or the appropriate administrator. 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.

- 15.36 A tenured faculty unit employee shall be provided a copy of the peer committee report of **his/her their** periodic evaluation. The peer review committee chair and the appropriate administrator shall meet with the tenured faculty unit employee to discuss **her/his their** strengths and weaknesses along with suggestions, if any, for **her/his their** improvement.
- 15.37 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

- 15.38 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.
- 15.39 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.
- 15.40
- 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, ~~s/he~~ they shall not participate as a member of the peer committee.

15.41 The probationary and tenured faculty unit employees of the department or equivalent unit shall elect a peer review committee of tenured 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 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). At the request of a department, the President may agree to permit faculty participating in the Faculty Early Retirement Program to run for election for membership on any level peer review committee. However, these committees may not be comprised solely of faculty participating in the Faculty Early Retirement Program.

15.42 A faculty unit employee shall not serve on more than one (1) committee level of peer review.

15.43 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.

15.44 ~~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.~~

**[Intentionally left blank to preserve later provision references in this Article.]**

15.45 Each peer review committee evaluation report and recommendation shall be approved by a simple majority of the membership of that committee.

15.46 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.

15.47 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.

- 15.48 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, ancestry, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, marital status, pregnancy, age, disability, medical condition, or veteran status.~~

~~The CSU prohibits discrimination on the basis of Age, Ancestry, Caste, Color, Disability, Ethnicity, Gender, Gender Expression, Gender Identity, Genetic Information, Marital Status, Medical Condition, Military Status, Nationality, Race, Religion, Religious Creed, Sex, Sexual Orientation, Sex Stereotype, and Veteran Status.~~

- 16.2 ~~At either party's request, there~~ ~~There~~ shall be a joint statewide committee of CFA representatives and CSU administrators ~~including the Senior Director Systemwide EEO, Student Equity and Whistleblower Compliance,~~ for the purpose of gathering and exchanging information and discussing CFA concerns regarding faculty affirmative action/diversity 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) sixty (60) calendar** days after its commencement, whichever first occurs.
- 17.6 At the time a faculty member is informed that **s/he is they are** suspended with pay, the faculty member shall be provided with a report summarizing the strong and compelling evidence in the possession of the President which is the basis for **her/his the President's** decision to invoke temporary suspension. To the extent possible the report shall include the date, location, and description of the alleged incident(s) giving rise to the suspension, and the source(s) of the allegation(s). Nothing in this provision shall require the release of documents or information which would compromise the successful completion of the investigation, or endanger individuals who may be involved in the

investigation, or prohibited by law. Upon receipt of the report described herein, the faculty member may provide a rebuttal statement and other relevant documentation.

- 17.7 Periods of temporary suspension shall be served on consecutive calendar days.

## ARTICLE 18

### REPRIMANDS

- 18.1 The appropriate administrator may issue an oral and/or written reprimand to a faculty unit employee. A written reprimand shall be clearly identified in the document as a "letter of 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, 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 Action 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, and any rebuttal submitted by a faculty unit member in response to that reprimand, shall be permanently removed from the **Personal Personnel** Action File. A statement verifying the permanent removal of the

reprimand shall be provided to 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 written reprimand(s) of a similar nature has been placed in the Personnel Action File within the three (3) year period. If, after three years from its effective date, a faculty unit employee requests the removal of the subsequent written reprimand pursuant to 18.7, then the faculty unit employee may also request the removal of the prior written reprimand(s) of a similar nature.

18.8 A written reprimand shall be subject to review in arbitration under Article 19, Disciplinary Action Procedure, only if that reprimand, or the incident underlying the reprimand, is cited in a notice of disciplinary action and that subsequent disciplinary action is appealed to arbitration.

18.9 A written reprimand shall be subject to arbitration in a dispute involving reappointment, promotion or tenure under Article 10, Grievance Procedure, only if that reprimand, or the incident underlying the reprimand, is cited in the notice of the decision not to reappoint, promote, or award tenure.

## ARTICLE 19

### DISCIPLINARY ACTION PROCEDURE

#### Scope of Disciplinary Action

19.1 This Article shall apply to all bargaining unit employees excluding temporary employees who have been employed for one semester or quarter or less. Sanctions imposed in a disciplinary action shall be limited to dismissal, demotion, or suspension without pay. Unless the grievant and the President agree to the contrary in writing, all suspensions shall be served on consecutive work days.

19.2 Disciplinary action shall not include denial of appointment, reappointment, probation, tenure, or promotion, separation during a temporary appointment pursuant to 12.5, rejection during probation, reassignment, transfer, layoff,

reprimand, temporary suspension with pay, docking of pay or any other action, recommendation, or decision except those in 19.1 of this Article. Recommendations or decisions in the appointment, reappointment, probation, tenure, promotion, reassignment, transfer, layoff, reprimand, or temporary suspension with pay processes are not disciplinary actions for the purpose of this Article and are not subject to the disciplinary action procedures of this Article.

#### Informal Resolution 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, either prior to the notice of pending disciplinary action or at any other time. 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 U.S. mail to the affected faculty unit employee. When U.S. mail is used, a proof of service shall be prepared. 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 identity of the Reviewing Officer designated by the President to review the matter;
- e. the right of the faculty unit employee to appeal the 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 of the allegations of misconduct. Failure of a faculty unit employee to appeal a pending disciplinary action pursuant to this Policy 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 Reviewing Officer, the faculty unit employee and a CFA representative, if any, may meet with the Reviewing Officer designated by the President and **his/her their** 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 provided to the Reviewing Officer within ten (10) days of the notice of pending disciplinary action whether or not a meeting takes place. A copy of such written response may be provided to the President. The Reviewing Officer designated by the President shall not have been directly involved in the initiation of the pending disciplinary action.
- 19.8 The Reviewing Officer shall issue a report to the President within fifteen (15) days of the notice of pending disciplinary action. The President shall consider the report of the Reviewing Officer.
- 19.9 Within five (5) days of receipt of the report, the President shall notify the affected faculty unit employee of **his/her their** 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 19.12(a) and 19.12(b). 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 (1) of the three (3) following appeal options at the time **s/he they** files **his/her their** notice of appeal:

- a. Within ten (10) days of receipt of the notification pursuant to provision 19.9, a faculty unit employee or **his/her their** representative may file a written notice of appeal with the President in accordance with the Disciplinary Action Arbitration Procedure of this Article. Appeal by a representative of the faculty unit employee other than CFA is permitted only if it is accompanied by a written authorization of representation, which shall be signed by the faculty unit employee. 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, a faculty unit employee or **her/his their** representative 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. Appeal by a representative of the faculty unit employee other than the CFA is permitted only if it is accompanied by a written authorization of representation, which shall be signed by the faculty unit employee. 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 thirty (30) days of receipt of the notification pursuant to provision 19.9.
- c. Within ten (10) days of receipt of the notification pursuant to provision 19.9, a faculty unit employee or **his/her their** representative may file a written notice of appeal with the President indicating an intent to request a hearing of the matter by a Faculty Hearing Committee selected from the Faculty Review Panel, following the same procedures provided in provisions 19.10(d) and 19.10(e) below. Appeal by a representative of the faculty unit employee other than the CFA is permitted only if it is accompanied by a written authorization of representation, which shall be signed by the faculty unit employee. Such notice shall be accompanied by

a detailed statement of the disputed facts and defenses to the allegation of misconduct.

d. Faculty Hearing Committee

1. The Faculty Hearing Committee shall be composed of full-time faculty members selected by lot from the Panel established pursuant to provisions 10.8, 10.9 and 10.10 of this Agreement. The Committee shall make a recommendation to the President as to whether the proposed disciplinary action should be sustained, modified, or voided.
2. Within seven (7) days after the filing of the disciplinary action appeal as provided in 19.10(c), the Co-Chairpersons of the Faculty Hearing Panel shall jointly schedule the selection of the Faculty Hearing Committee. The Committee shall consist of three (3) members and one (1) alternate. No Faculty Hearing Panel member may serve on a Faculty Hearing Committee if ~~s/he~~ **they** **have** **has** been directly involved with or a party to matters related to a proposed disciplinary action submitted by the affected faculty unit employee to a faculty hearing. Each Faculty Hearing Committee shall be appointed and serve on an ad hoc basis until the Committee has issued its decision on the proposed disciplinary action in question. Participation on a Faculty Hearing Committee shall be considered "service" to the campus community for all applicable purposes.
3. Upon selection, the Academic Vice President/Provost or designee shall provide written notice to the affected faculty unit employee, appropriate administrator, and committee members of the selection.
4. A hearing of the proposed disciplinary action in question shall be scheduled to occur within fourteen (14) days from the date of notification to all parties of the selection of the Faculty Hearing Committee at a mutually acceptable time at the campus where the affected faculty unit employee is employed.
5. There shall be no post hearing briefs. The hearing will not exceed one (1) day with equal time for each party, except by written agreement of the parties.

6. Conduct of the hearing shall be at the discretion of the Faculty Hearing Committee but shall be open to the public at the discretion of the affected faculty unit employee.
7. The affected faculty unit employee and the President shall have the right of representation by a representative of **his/her their** choice and to be provided, free of charge, access to a complete record of the hearing. Said record shall be taken in a manner deemed appropriate by the faculty hearing committee.

e. Committee Decision

1. The Committee shall transmit a decision to the President, within fourteen (14) days after the conclusion of the hearing, as to whether the proposed disciplinary action should be sustained, modified or voided. In making its decision regarding whether to sustain, modify, or void the sanction or pending sanction, it shall also be the function of the Faculty Hearing Committee to determine whether cause for disciplinary action existed.
2. The decision of the Faculty Hearing Committee shall set forth the findings, reasons, and conclusions on the issue(s) submitted. Copies of the complete decision shall be provided to the parties.
3. The decision of the Faculty Hearing Committee shall be based solely upon the evidence and arguments appropriately presented by the parties in the hearing.
4. The decision of the Faculty Hearing Committee may include back pay provided, however, that any back pay award shall be less the difference of any unemployment compensation received and/or any earnings resulting from the employee's compliance with **his/her their** duty to mitigate damages; and/or any earnings that the employee should have received had the employee complied with **her/his their** duty to mitigate damages. Only earnings derived from like, or substantially like, employment shall be considered for the purposes of this mitigation.
5. Within fifteen (15) days of receipt of the Committee's decision, the President shall inform the affected faculty unit employee in writing whether **s/he they** agrees or disagrees with the

Committee's decision. If there is no disagreement between the Faculty Hearing Committee's decision and President's decision, then the President's decision shall be final and binding, and not subject to arbitration. If the President does not agree with the Committee's decision, the affected faculty unit employee may elect to appeal the matter to arbitration pursuant to provision 19.10(e)(6). The arbitrator's decision shall be final and binding. Where the President agrees in part, and disagrees in part, with a decision of the Faculty Hearing Committee, then only the issue(s) with which the President disagrees may be appealed to arbitration under 19.10(e)(6); the President's decision on issues on which there is no disagreement shall be final and binding and not subject to arbitration.

6. Within fifteen (15) days of receipt of the President's decision, a faculty unit employee or **her/his their** representative may file a written notice of appeal with the Office of the Chancellor requesting arbitration.

19.11 Filing the notice of one (1) of the three (3) disciplinary action appeal options pursuant to provision 19.10 shall constitute a final and binding decision by the affected faculty unit employee.

#### Imposition of Sanction

- 19.12 a. If, pursuant to provision 19.10(a) or 19.10(c), the affected faculty unit employee notifies the President of an appeal involving the sanction of any disciplinary action, the faculty unit employee or **his/her their** representative and the CSU may agree that the sanction shall be held in abeyance pending a final decision and its implementation.
- b. If, pursuant to provision 19.10(a) or 19.10(c), 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 decision and its implementation. Abeyance shall not exceed one hundred and thirty-five (135) days.

## Disciplinary Action Arbitration Procedure

- 19.13 Unless the specific language of the Agreement is in conflict, the arbitration procedure shall be conducted in accordance with the AAA Labor Arbitration Rules, subject to the following provisions. The parties shall meet within thirty (30) days of the ratification of this Agreement to select a panel of ten (10) members. If no agreement is reached on the panel within a sixty (60) day period from the ratification of this Agreement, the parties shall designate arbitrators for each case in accordance with AAA Labor Arbitration Rules until agreement on a panel is reached.
- 19.14 If the parties agree to a panel of arbitrators, either party may peremptorily challenge two (2) members on the panel at any time during the term of this Agreement and such a panel member shall be removed from the panel and replaced with a new mutually acceptable replacement. If the parties are not able to agree on a replacement within thirty (30) days, then the cases scheduled for that particular arbitrator will be heard by an arbitrator designated by the parties in accordance with AAA Labor Arbitration Rules on a case-by-case basis until agreement on a replacement is reached. 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 **her/his their** removal prior to the receipt by the parties of any of **his/her their** pending awards.

## Scheduling Arbitration Hearings

- 19.15 a. All disciplinary cases involving suspension, dismissal or demotion appealed to arbitration pursuant to 19.10(a) shall be scheduled for hearing in arbitration no later than ninety (90) days from the effective date of the disciplinary action contained in the notification issued by the President pursuant to 19.9. The process for selecting the arbitrator shall be that contained in 19.13 and 19.14. If the parties have mutually agreed on an acceptable arbitrator, then they shall submit jointly a list of suitable hearing dates to the arbitrator within the ninety (90) day period. If the hearing is estimated by the parties to require more than one day, then the hearing dates should be consecutive whenever possible. If the arbitrator cannot offer consecutive dates to the parties, then **he/she they** may offer **her/his their** soonest available dates. If the parties have not been able to mutually agree on an acceptable arbitrator, then they shall submit jointly a list of suitable hearing dates to the American Arbitration Association and request them to supply pursuant to its rule a list of arbitrators each

of whom has at least one of those dates available to hear the appeal within the ninety (90) day period. If the hearing is estimated by the parties to require more than one (1) day, then the hearing dates should be consecutive whenever possible. If the arbitrator cannot offer consecutive dates, then **he/she they** may offer **his/her their** soonest available dates. The parties shall then use the strike procedure detailed in 19.14 to designate an arbitrator to hear the appeal.

- b. All disciplinary cases involving suspension, dismissal or demotion appealed to arbitration pursuant to 19.10(e)(6) shall be scheduled for hearing in arbitration no later than sixty (60) days from the date of the appeal to arbitration. The process for selecting the arbitrator shall be that contained in 19.13 and 19.14. If the parties have mutually agreed on an acceptable arbitrator, then they shall submit jointly a list of suitable hearing dates to the arbitrator within the sixty (60) day period. If the hearing is estimated by the parties to require more than one (1) day, then the hearing dates should be consecutive whenever possible. If the arbitrator cannot offer consecutive dates to the parties, then **he/she they** may offer **his/her their** soonest available dates. If the parties have not been able to mutually agree on an acceptable arbitrator, then they shall submit jointly a list of suitable hearing dates to the American Arbitration Association and request them to supply pursuant to its rule a list of arbitrators each of whom has at least one of those dates available to hear the appeal within the sixty (60) day period. If the hearing is estimated by the parties to require more than one (1) day, then the hearing dates should be consecutive whenever possible. If the arbitrator cannot offer consecutive dates, then **he/she they** may offer **her/his their** soonest available dates. The parties shall then use the strike procedure detailed in 19.14 to designate an arbitrator to hear the appeal.
- c. The parties shall accept the first date offered pursuant to 10.26 e. Either party may request the date to be rescheduled based on witness availability or other issues that require rescheduling.

#### Arbitration Rules and Procedures

- 19.16 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.
- 19.17 Absent a mutual agreement to the contrary, if an arbitrability question exists, there shall be a bifurcated hearing in which the arbitrator shall determine the

arbitrability question after the submission of post-hearing briefs and prior to holding a hearing, if any, on the merits of the appeal.

- 19.18 Within thirty (30) days from the date the hearing has concluded, or 30 (thirty) days after the submission of briefs (where the parties have agreed to submit briefs), 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.
- 19.19 Both the arbitrator's decision and the decision of the Faculty Hearing Committee shall set forth the findings, reasons, and the 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.
- 19.20 The Labor Arbitration Rules of the American Arbitration Association shall apply except when the specific language of this Article is in conflict, in which case the specific language of this Article shall apply.
- 19.21 The decision of the Faculty Hearing Committee and 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.
- 19.22 The arbitrator shall have no power to alter, add to, detract from, or amend any CSU Policy or the CSU/CFA 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 the CSU/CFA agreement. The decision of the Faculty Hearing Committee shall also be limited in this manner, so that the decision of a Committee shall not result in a remedy that exceeds the authority of an arbitrator.
- 19.23 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 and/or any earnings resulting from the employee's compliance with **her/his their** duty to mitigate damages, and/or any earnings that the employee should have received had the employee complied with **his/her their** duty to mitigate damages. Only earnings derived from like, or substantially like, employment shall be considered for the purposes of this mitigation. The decision of the Faculty Hearing Committee shall also be

limited in this manner, so that the decision of a Committee shall not result in a remedy that exceeds the authority of an arbitrator.

- 19.24 Each party shall bear the expenses of preparing and presenting its own case both in arbitration and in hearings before faculty committees. The parties shall attempt to schedule all Faculty Committee hearings in a manner that does not interfere with CSU operations. The affected faculty unit employee, **his/her their** 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 unless a grievant, and/or **his/her their** representative, has unilaterally requested a postponement of the proceedings at a stage in the proceedings where arbitrator's costs have been necessarily incurred. In that case, the costs of the arbitrator shall be borne by the party that requested the postponement of the proceedings.

When the CSU waives the 135 day abeyance period set out in 19.12 b., withholding imposition of disciplinary action until a final arbitration award is issued, and when CFA is acting as the affected member's advocate, CFA shall pay an equal share of the arbitrator's fees. Absent a specific agreement of the parties, the abeyance shall not be extended beyond two hundred and seventy (270) days. In such instances, the agreement to split the costs and fees of the arbitrator shall expire at the same time as the abeyance period.

Should the arbitrator require a transcript, the parties shall pay equal shares of the court reporter fees.

Should both parties require a transcript, the parties shall pay equal shares of the court reporter fees.

#### Pre-Sanction Suspension

- 19.25 When the President determines it is in the best interests of the campus, **s/he they** may suspend with pay a faculty unit employee who has been served with a Notice of Pending Dismissal, Demotion or Suspension Without Pay pursuant to 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 Section 89539.
- 19.26 The affected faculty unit employee shall be notified in writing of the reasons for such a suspension with pay, and shall also be provided with copies of any documents related to the suspension except when the President determines



that disclosure would endanger the safety of any person or would compromise the completion of the investigation or a related investigation, or where such disclosure is prohibited by law. If disclosure of documents is not provided, an explanation of the reasons for the decision shall be provided in writing at the time of the suspension. The President may terminate such suspension at any time. The affected faculty unit employee shall be notified in writing of such a termination.

### Pre-Sanction Reassignment

- 19.27 When the President determines it is in the best interests of the campus, ~~s/he~~ they may reassign a faculty unit employee who has been served with a Notice of Dismissal, Demotion, Suspension Without Pay pursuant to 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 Section 89539.
- 19.28 The affected faculty unit employee shall receive written notification of the reasons for reassignment and shall also be provided with copies of any documents related to the reassignment except when the President determines that disclosure would endanger the safety of any person or would compromise the completion of the investigation or a related investigation, or where such disclosure is prohibited by applicable law. If disclosure of documents is not provided, an explanation of the reasons for the decision shall be provided in writing at the time of the reassignment. The affected faculty unit employee shall receive written notification of termination of reassignment, when appropriate. Such a reassignment shall not be considered a punitive reassignment.
- 19.29 The CSU has the burden of proving the conduct by the preponderance of the evidence in all discipline cases.

## 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, and/or opportunities for student consultation connected to online teaching, 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. Just as faculty members may teach online, they may perform other duties online, pursuant to campus policies.
  - 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 a 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 time base for both appointment and benefits eligibility. A part-time lecturer employee assigned additional Weighted Teaching Units (WTUs) shall be compensated at **her/his their** regular rate of pay for all WTUs assigned.
- 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; online 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: class size/number of students; course and curricular redesign; preparation for substantive changes in instructional methods, including development of online and hybrid courses; research, scholarly, and creative activities; advising; student teacher supervision; thesis supervision; supervision of fieldwork; service learning; student success initiatives; assessment and accreditation activities; and service on department, college, or University committees.
  - c. In determining what is "excessive" or "unreasonable" under this section, the items listed under 20.3(b), 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.

#### Ten (10) Month Work Year

20.5 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.

#### Twelve (12) Month Work Year

20.6 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 Faculty Unit Employees: Assignment of Responsibility

- 20.9 The assignment of a librarian faculty unit 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 faculty unit employees to qualify for retention, tenure, and promotion and, following tenure, activities expected of librarian faculty unit 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 faculty unit employee.
- 20.10 A librarian faculty unit employee may be assigned by the appropriate administrator to serve at off-campus locations. Prior to making such an assignment, agreement of the librarian faculty unit employee shall be sought. A librarian faculty unit 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 assignments and responsibilities of a counselor faculty unit employee may include but shall not be limited to individual counseling, group counseling, consultation and referral, case management (including record keeping), 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 counselor faculty unit employees in order to qualify for retention, tenure/ permanency, and promotion, and after tenure/permanency, activities expected of counselor faculty unit employees in order to maintain their roles as contributing members of the campus community. Such assignments, **including adequate time for non-direct service activities**, shall be made by the appropriate administrator after consultation with the counselor faculty unit employee. This consultation shall include consideration of the amount of time necessary for the successful completion of counselor responsibilities within the counselor workweek. All such counselor faculty unit employee assignments and schedules shall be made pursuant to provision 20.15.

**Student mental health services expenditures include, but are not limited to, additional counselor faculty and appropriate staff.**

Librarian and Counselor Faculty Unit Employee Assignments and Schedules

20.12 At the request of a counselor or librarian faculty unit employee, the appropriate administrator shall discuss present assignments and future assignments with the counselor or librarian faculty unit employees. Assignments pursuant to this Article shall be made by the appropriate administrator.

20.13 ~~The affected librarian or counselor faculty unit employee may request a particular work schedule, specifying times and locations in which work is to be performed. All such schedules shall be subject to approval by the appropriate administrator.~~

**[Intentionally left blank to preserve later provision references in this Article.]**

20.14 A librarian or counselor faculty unit employee shall normally be required to be on campus on ~~his/her their~~ workdays as defined by ~~his/her their~~ work year or work schedule. ~~pursuant to 20.13.~~ **A librarian or counselor faculty unit employee may request a particular work schedule, specifying times and locations (including telework) in which work is to be performed. All such schedules shall be subject to approval by the appropriate administrator.**

20.15 The Assignment/Schedule of a full-time librarian or counselor faculty unit 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 faculty unit employee.

20.16 A librarian faculty unit employee employed on a twelve (12) month basis in a fiscal year may elect to be employed for one (1) or more fiscal years on a ten (10) month basis. A librarian faculty unit 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 faculty unit employee may elect the 10/12 work plan for one (1) or more fiscal years. Once a librarian faculty unit 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 faculty unit 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 faculty unit 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 faculty unit employee will choose one (1).
- 20.21 A librarian faculty unit employee participating in the 10/12 work plan shall receive **her/his their** ten (10) month annual salary in twelve (12) equal salary payments and appropriate benefits on a twelve (12) month basis.
- 20.22 A librarian faculty unit employee moving from a twelve (12) month status to the 10/12 work plan shall retain **her/his their** salary anniversary date.
- 20.23 A librarian faculty unit 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 faculty unit 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. A 10-month or academic year coaching faculty unit employee shall not be required to perform duties outside of **her/his their** work year.

#### Coaching Employees Assignments and Schedules

20.27 At the request of the coaching employee, the appropriate administrator shall discuss assignments 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.

#### Marginal Cost Funding Increase

20.33 The parties shall jointly work on ways they can increase marginal cost funding.

#### Student/Faculty Ratio and Student/Tenure-Track Faculty Ratio

20.34 The California State University and the California Faculty Association agree that educational quality is a function of the number and quality of faculty resources. The parties also agree that a lower Student/Faculty ratio (SFR) and



a lower Student/Tenure-Track Faculty ratio (STTFR) improve the quality of instruction.

### Academic Year Assignments

20.35 Academic year assignments shall consist of two (2) semesters or three (3) quarters not including summer term unless so specified in the appointment letter.

### Reduction in Instructional Assignments for New Probationary Faculty

20.36 To assist new probationary faculty employees with establishing their programs of research, scholarship, and/or creative activities, and carrying out other activities that would support them in meeting the requirements for retention, tenure, and promotion, the CSU agrees to fund the following reductions in instructional assignments during the first two years of a faculty member's probationary period. ~~This provision shall expire on June 30, 2017 unless specifically extended or otherwise agreed to by the parties.~~

i. During the first two years of the probationary period, probationary faculty employees ~~hired in 2014/15 and 2015/16~~ shall be assigned a maximum of eighteen (18) direct weighted teaching units on a semester campus (normally resulting in the instructional assignment being reduced by two courses per academic year ~~or 20% reduction in assignments for non-instructional faculty~~) or a maximum of twenty-four (24) direct weighted teaching units on a quarter campus (normally resulting in the instructional assignment being reduced by three courses per academic year ~~or 20% reduction in assignments for non-instructional faculty~~).

~~ii. Probationary faculty employees hired in 2016/17 shall be assigned a maximum of eighteen (18) direct weighted teaching units on a semester campus (normally resulting in the instructional assignment being reduced by two courses per academic year) or a maximum of twenty-four (24) direct weighted teaching units on a quarter campus (normally resulting in the instructional assignment being reduced by three courses per academic year) in the 2016/17 academic year.~~

A campus may further reduce instructional assignments below these maxima. Assigned time provided in 20.36i ~~and 20.36ii~~ shall be in addition to any

provided for activities other than research, scholarship, or creative activities (e.g. assigned time for excess enrollments, assigned time for committee service). Nothing in this section is intended to reduce the amount of assigned time that a campus has agreed to provide to a probationary faculty member in their letter of appointment.

Reductions in instructional assignment under the above provisions may be banked for future use with the approval of the appropriate administrator, ~~except that all such reductions must be utilized prior to the expiration of this provision on June 30, 2017 unless specifically extended or otherwise agreed to by the parties.~~

Pursuant to provisions 20.9 and 20.11, non-instructional probationary faculty shall also receive assignments that support activities, including research, scholarship, or creative activities, expected of these faculty unit employees to qualify for retention, tenure, and promotion.

#### Assigned Time for Exceptional Levels of Service to Students

20.37 ~~For each fiscal year 2014/15, 2015/16, and 2016/17, the CSU will provide a pool of \$1.3 million.~~ For each fiscal year of this agreement, CSU campuses will collectively provide 900 Weighted Teaching Units (WTUs) every academic year, allocated based on campus full-time equivalent students (FTES), to provide assigned time to faculty employees who are engaged in exceptional levels of service that support the CSU's priorities, but who are not otherwise receiving an adjustment in workload to reflect their effort.

Exceptional service awards are intended to recognize faculty who have a demonstrated commitment to working on issues faced by our diverse student population. Assigned time from this pool ~~may should~~ be awarded to faculty for ~~student~~ mentoring, advising, and outreach, to support underserved, first-generation, and/or underrepresented students and other practices in support of such students, including those caused by cultural taxation. This support includes but is not limited to: the development and implementation of high-impact educational practices; curricular redesign intended to improve student access and success; service to the department, college, university, or community that goes significantly beyond the normal expectations of all faculty; assignment to courses where increases to enrollment have demonstrably increased workload; and other extraordinary forms of service to students.

Such adjustments shall be in addition to any adjustments already in place on a campus. Faculty members already receiving assigned time for the same general category of activity (e.g. assigned time for excess enrollments, assigned time for committee service) shall not be eligible for support from this pool for the same activities.

**In 2014/15, assigned time under this program shall be awarded in the spring and be based on work performed during the 2014/15 academic year.** Awards shall consist of WTUs and may be banked for use in the **2015/16 next** academic year. Campuses shall establish timelines **[for] 2015/16 and 2016/17** so that assigned time is taken during the academic year in which the activities occurred. All faculty unit employees are eligible to apply.

Academic Senates on each campus shall develop criteria and procedures for the use of the funds. Applications shall be evaluated by the appropriate faculty committee(s), which shall make recommendations to the appropriate administrator. Consideration shall be given to the items listed in 20.3 (b) and (c). Priority shall be given to applications which demonstrate that the quality of students' educational experience could not have been maintained without an increase in the faculty member's workload.

Denials shall specify the reasons. Appeals shall be heard by a faculty committee designated for the purpose. Decisions of the appeals committees shall be final and binding **and not subject to Article 10 of this Agreement.** Awards granted after appeal **in 2014/15 and 2015/16** shall be funded from the **subsequent fiscal year's obligation pool allocated** for this program **in the subsequent fiscal year** and shall not exceed 10% of the annual **pool obligation**. Any unused **funds WTUs** from this program **in 2014/15 or 2015/16** shall roll over for use in the following Academic Year. **Appeals in 2016/17 must be funded from the available funds for 2016/17, including any rollover from previous years.**

Campuses shall **expend assign** all **WTUs funds allocated to them under designated for** this program. Each campus shall provide an accounting of **expenditures assigned time** for this program for the prior fiscal year by no later than November 1 of the subsequent year. **For accounting purposes, costs of assigned time shall be calculated based on the minimum salary for assistant professor.**

## ARTICLE 21

## SUMMER TERM EMPLOYMENT

### Application of CSU/CFA Agreement

- 21.1 The following terms and provisions of this Agreement shall apply to employees who become faculty unit employees solely by appointment to summer term employment:
- a. Article 1, Recognition
  - b. Article 2, Definition
  - c. Article 3, Effect of Agreement
  - d. Article 4, Savings Clause
  - e. Article 5, Management's Rights
  - f. Article 7, CFA Security
  - g. Article 8, Faculty Participation
  - h. Article 9, Concerted Activities
  - i. Article 10, Grievance Procedure
  - j. Article 11, Personnel Files
  - k. Article 16, Non-Discrimination
  - l. Article 17, Temporary Suspension
  - m. Article 18, Reprimands
  - n. Article 19, Disciplinary Action Procedure
  - o. Article 21, Summer Term Employment
  - p. Article 33, Holidays
  - q. Article 36, Additional Employment
  - r. Article 37, **Health and** Safety
  - s. Article 39, Intellectual Property Rights
  - t. Article 41, Duration & Implementation
- 21.2 Accepting a summer term appointment shall not diminish a faculty unit employee's rights under the Agreement resulting from bargaining unit employment during the regular academic year.
- 21.3 The requirement under this Article to provide 1/30<sup>th</sup> compensation to employees who teach summer term applies only to faculty who were employed in a state-supported Unit 3 appointment in either the immediately preceding fall or spring semester of the academic year at semester campuses. The requirement under this Article to provide 1/45<sup>th</sup> compensation to employees who teach summer term applies only to faculty who were employed in a state-supported Unit 3 appointment in either the immediately preceding fall, winter or spring quarter of the academic year at quarter campuses.

21.4 Faculty who were not employed in a Unit 3 appointment in any of the terms immediately preceding the summer term work may be appointed at any salary on the salary schedule for summer term work.

21.5 This Article 21, Summer Term Employment, supersedes all practices and agreements at any campus in effect on matters that are covered in this Article except as modified herein.

The campus summer agreement at Cal Poly SLO and the MOU regarding 12-month department chairs shall remain in effect.

21.6 The provisions of this Article 21, Summer Term Employment, shall control for summer term employment. In the event of a conflict between the terms of either the Agreement or any arbitration decisions, the provisions of this Article control.

#### Types of Summer Term Employment

21.7 Summer term employment may exist both at quarter and semester campuses, and may take the form of either state-funded year-round operations (including fee buy-down) or self-support for-credit programs offered through extension. Summer term employment may take the form of either work for extra pay upon mutual agreement of the faculty unit employee and the President, or work that is part of the regular academic year of a faculty unit employee at a QSYRO campus.

#### Appointment to Summer Term as Extra Pay

21.8 Appointment of a faculty unit employee to summer term employment 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, for classes not canceled prior to that time.

21.9 Summer term employment is a conditional temporary appointment for a specific period of time.

21.10 A class may be canceled by the President. Such appointments may be canceled at any time by layoff pursuant to Article 38 or canceled at any time due to low enrollment or budgetary reasons. If an appointment is canceled due to low

enrollment or budgetary reasons, the faculty unit employee shall be paid on a pro rata basis for each class taught prior to cancellation.

- 21.11 The official notification to a faculty unit employee of a summer term 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.
- 21.12 The responsibilities of a faculty unit employee appointed to summer term employment may include teaching, office hours, and other responsibilities as assigned.

#### Summer Term in Self-Support For-Credit Programs at All CSU Campuses

- 21.13 Classification code 2357 - Instructional Faculty – Summer Session - Extension shall be used solely for self-support for-credit programs offered through Extended Education.<sup>2</sup>
- 21.14 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 employing faculty in classification 2357 for self-supported, for-credit programs.

#### Enrollment Based Compensation

- 21.15 The salary of a faculty unit employee appointed for summer term shall be pursuant to the rates for summer term work classifications provided in Appendix C.<sup>3</sup> If the course to which a faculty unit employee has been assigned has enrollment of less than twenty (20) students, as determined by the final census date, the faculty unit employee's full salary shall be reduced by five percent (5%) for each student below twenty (20) students. In no case, however, may the reduced rate fall below sixty-five percent (65%) of the full salary. The President may offer rates higher than the reduced compensation rates for low enrollment. Reduced enrollment compensation is applicable only to summer term for extra pay.

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<sup>2</sup> Classification code 2322 - Instructional Faculty, Special Programs For Credit, shall be used solely for employment in self-support for-credit programs offered through Extended Education pursuant to Executive Order 802. Classification code 2323 - Instructional Faculty, Extension – For Credit shall be used solely for employment in self-support for-credit programs.

<sup>3</sup> Salary rates for classification codes 2357 and 2457 shall be identical.

- 21.16 If the course to which a faculty unit employee has been assigned has enrollment of fewer than twenty (20) students, at the second class meeting, **s/he they** may withdraw from the appointment at that time, or the class may be canceled by the President.
- 21.17 The faculty unit employee shall receive compensation pro rata only through the second class meeting for a class from which **s/he they** withdraw, or for a class cancelled by the President, pursuant to provision 21.10.

#### Compensation for Summer Term as Extra Pay at Quarter Campuses

- 21.18 At CSU quarter system year round operation campuses, the compensation of faculty eligible for summer term employment shall continue to be pursuant to classification 2368, Instructional Faculty - Extra Quarter Assignment.
- 21.19 Salary rates for faculty teaching regular credit courses at all non-year-round CSU quarter campuses (San Bernardino and Bakersfield) shall be at “the 1/45<sup>th</sup> rate” for each WTU of direct and indirect workload that has been assigned by the administration and completed by the faculty member pursuant to the following formula:

$$(FT\ AY\ Salary\ Rate) \times (\# \text{ Summer WTUs}) = 1/45^{th} \text{ rate } \$Amount$$

- a. Eligibility: Only those tenure-track and temporary faculty who taught at least one term in the immediately preceding academic year prior to the work performed in the Summer term are eligible.
- b. The “FT AY Salary Rate” referenced in the preceding formula is calculated as 1/45<sup>th</sup> 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 Summer employment. If the faculty member was not employed in the preceding Spring term, the 1/45<sup>th</sup> rate shall be calculated upon the most recent academic term in the same academic year prior to the Summer term.
- c. The “Number of Summer WTUs (Weighted Teaching Units)” for class assignments in the formula shall be calculated and assigned in the same manner as those calculated and assigned for the preceding Spring term (or most recent term prior to Spring term when the faculty member was not employed in the Spring). The determination of WTUs for new courses

offered for the first time during a Summer term shall be accomplished in accordance with established campus policies and procedures.

Summer Term as Extra Pay at Semester Campuses with State-funded Summer Sessions Including Fee Buy-Down Semester Campuses

21.20 Classification Class code 2457 – Instructional Faculty, Summer Session – State Support, will be used at all semester campuses<sup>4</sup> for for-credit programs that are supported with state funds, including state funding to subsidize the reduction of student fees.

21.21 Salary in Summer Term at Semester Campuses

a. Salary rates for Summer term courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses, shall be at “the 1/30<sup>th</sup> rate” at all semester campuses.

b. “The 1/30<sup>th</sup> rate” as used in this MOU shall be calculated according to the following formula:

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

c. Eligibility: Only those tenure-track and temporary faculty who taught at least one (1) term in the immediately preceding academic year prior to the work performed in the YRO Summer term are eligible.

d. The “FT AY Salary Rate” referenced in the preceding formula is calculated as 1/30<sup>th</sup> 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 1/30<sup>th</sup> rate shall be calculated upon the most recent academic term in the same academic year prior to the YRO Summer term.

e. The “Number of YRO Summer WTUs (Weighted Teaching Units)” for class assignments in the formula shall be calculated and assigned in the same manner as those calculated and assigned for the preceding Spring term (or most recent term prior to Spring term when the faculty member was not employed in the Spring). The determination of WTUs for new

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<sup>4</sup> This classification code shall also be used for state-funded extra pay summer term work at the Bakersfield and San Bernardino campuses.



courses offered for the first time during a Summer term shall be accomplished in accordance with established campus policies and procedures.

### Indirect Instruction Compensation

- 21.22 a. All probationary and tenured faculty at all campuses that do not receive a specific indirect instructional assignment with compensation in the Summer term shall receive an indirect instructional payment in the amount of \$150 per each unit of direct instructional work assigned.

All probationary and tenured faculty at all campuses that receive a specific indirect instructional assignment with compensation in the Summer term shall not receive the \$150 payment.

- b. Lecturers at all campuses that receive a specific indirect instructional assignment with compensation in the Summer term shall be compensated if that assignment is completed. Lecturers at all campuses that do not receive a specific indirect instructional assignment with compensation in the Summer term shall not receive any compensation for indirect instructional work.

### Contractual Provisions Applying at All Campuses

- 21.23 a. Sick leave may be accrued by part-time faculty during Summer term employment up to the equivalent of a full-time position and may be used by all faculty during their Summer term 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 term employment as specified in the Collective Bargaining Agreement.
- c. WTUs taught by lecturers during the Summer term shall be credited toward SSI eligibility.
- d. Summer term 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 term service shall be credited in the calculation of the appropriate time base for subsequent appointments.

- e. The foregoing requirements shall be implemented for teaching Summer term courses offered through the regular, general fund course schedule, including fee-subsidized for-credit courses.
- f. The terms of this Article 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.

### Staffing in Summer Term

21.24 The following provisions shall be added to the Angelo Order of Assignment as Category IV: "When making class assignments to Faculty During Summer Term as Extra Pay at All Campuses with State-funded Summer Sessions Including Fee Buy-Down Campuses."

Departments shall assign work in the following order to qualified faculty:

- a. Campuses need not offer work first to all probationary and tenured faculty, but must offer work first to enough probationary and tenured faculty to satisfy the percentages identified herein for each campus. Of all faculty appointed in the Summer term, 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:
  - 1. Bakersfield – 51%
  - 2. Channel Islands - 24%
  - 3. Chico - 55%
  - 4. Dominguez Hills - 42%
  - 5. East Bay – 20%
  - 6. Fresno 46%
  - 7. Fullerton - 35%
  - 8. Humboldt - 55%
  - 9. Long Beach - 46%
  - 10. Los Angeles – 30%
  - 11. Maritime Academy - 57%
  - 12. Monterey Bay - 33%
  - 13. Northridge - 41%

14. Pomona – 53%
15. Sacramento - 54%
16. San Bernardino – 45%
17. San Diego - 46%
18. San Francisco - 48%
19. San Jose - 42%
20. San Luis Obispo – 60%
21. San Marcos - 49%
22. Sonoma - 53%
23. Stanislaus - 50%

Teaching in the Summer term for extra pay 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.

- b. After meeting the minimum percentage for probationary and tenured faculty in 21.24(a), or after exhausting the offer process for such faculty, campuses may utilize/hire qualified volunteers, administrators, TAs or other students to teach classes.
- c. Next, campuses must offer teaching assignments to qualified lecturers with three- year appointment rights or one-year appointment rights if their time base entitlement pursuant to Article 12 was not fully satisfied during the immediately preceding academic year. Assignments offered shall be up to the maximum time base entitlement pursuant to provision 12.5.
- d. Next, campuses must offer teaching assignments to qualified lecturers who taught in the immediately preceding academic year who are not included in provision 24.21(c).
- e. Finally, campuses may offer teaching assignments to any other candidates.
- f. The procedural requirements of provision 12.7 of the Agreement shall not apply to staffing during the summer term at any CSU campus.
- g. Tenure-track employment numbers for each campus shall be reviewed annually by the local campus Administration and local CFA. Such numbers may be modified for the Summer following review by mutual

agreement. Any disagreement shall be submitted to the State level for resolution.

### General Provisions

21.25 The provisions of this Article 21, Summer Term Employment, shall control over the disposition of any grievances or other claims or causes of action related to Summer term employment that were filed prior to the effective date of this agreement. This provision covers, but is not limited to, the assignment of work, salary paid and benefits provided to faculty unit employees at any CSU campus for subsequent Summer terms covered by this Article.

### Teaching Associates

21.26 No later than November 1 of each year the CSU shall provide to the CFA the number of Teaching Associates, Instructional Student Assistants and Graduate Assistants employed by each campus during the immediately preceding Summer term(s). This report shall also provide the number of TAs by the department field currently contained in the CSU PIMS database.

### Additional Employment During a Summer Term

21.27 For academic year or 10-month faculty unit employees, additional employment and overload limits one hundred and twenty-five percent (125%) shall be calculated and applied independently during Summer periods.

### Summer Health Benefits Stipend

21.28 Lecturers who meet all of the following criteria shall receive a stipend of four hundred dollars (\$400) per month for any of the July, August, and/or September pay periods during which ~~s/he~~ **they** ~~was~~ **were** not eligible for CalPERS health benefits<sup>5</sup>:

- a. Was employed in the immediately preceding Spring term and enrolled in CalPERS health benefits; and
- b. Was appointed and worked at least six (6) WTUs during their entire Summer term employment.

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<sup>5</sup> Stipends are not paid to any employee who is eligible for CalPERS health benefits during these pay periods.

Humboldt State University and CSU Sacramento

21.29 Upon agreement of the local CFA Chapter and the Administration, Humboldt State University and CSU Sacramento may utilize the following definition of the academic year for the duration of this Agreement:

Absent mutual agreement to utilize the full Article 21 Summer Term Employment agreement, the definition of academic year and "work spreading" described below shall remain in effect.

21.30 The work year of an academic year employee shall not exceed one hundred and eighty (180) full-time workdays, or days in lieu thereof, or the equivalent of one hundred and eighty (180) full-time workdays, or days in lieu thereof, spread over all three (3) academic terms, including the Summer term. It is the intent of the parties that this will permit academic year employees to spread their regular employment over all three (3) academic terms, including the Summer term, by reducing their workload during two (2) or more terms. Summer term is the leading term. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred and eighty (180) days. The campus academic calendar shall establish the workdays of academic year employees.

21.31 The application of this definition requires that Summer be considered the first term of the academic year for the purposes of spreading faculty workload. Upon the request of a faculty member to spread work, a determination will be made by the appropriate administrator after consultation with the department.

ARTICLE 22

LEAVES OF ABSENCE WITHOUT PAY

22.1 Faculty unit employees shall be eligible to submit a written application for a leave of absence without pay in accordance with this Article.

22.2 A temporary faculty unit employee who is granted a leave under this provision shall maintain any rights under provisions 12.3, 12.7, 12.9, 12.10, 12.12 and 12.13 in the same manner as if that employee had taught **his or her their** 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, 12.9, 12.10, 12.12 and 12.13 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, or shorter periods of time. 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 their** health and dental benefits at **his/her their** 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. However, if the employee's payroll warrant amount is insufficient to cover payroll deductions necessary to cover or continue health and dental insurance premium payments above the CSU contribution, the employee shall be responsible for direct payment of the total premium (employer and employee share) amount to the respective carrier in accordance with the existing procedures 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 their** intention to return to duty at the beginning of the academic year or no later than October 1 of **his/her their** 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, parental, 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 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, spouse or domestic partner of the employee who has a serious health condition, or for the employee's own serious health condition. Family care **and medical** leave shall be pursuant to provisions 22.13 through 22.23 of this Article.
- 22.10 Parental leave shall refer to a leave for the purpose of a parent preparing for the arrival and the care of a new child. A parental leave shall not constitute a break in service.
- 22.11 A tenured or probationary faculty unit employee shall be entitled to a parental 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 **and medical** leave requirements of tenured or probationary faculty unit employees 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, or to care for a child who has a serious health condition. Upon request of the employee, the President may grant an extension of parental 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 their** 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 24.13 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~~ **an female** employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If **a an female** employee takes part or all of the maximum four (4) months of pregnancy disability leave, **she they** may request up to twelve (12) additional weeks of family care or medical leave for reason of the birth of **her their** child, or due to **she they** own serious medical condition. Any combination of family care or medical leave and pregnancy disability leave shall run concurrently with the period of parental leave available to a tenured or probationary 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 the employee a right to return to **his/her their** 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 pursuant to provision 38.24 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 twelve (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 their** 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 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 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 their** 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 five (5) day leave of absence with pay for each death in the immediate family.
- 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 24.10(e), 24.11, and 24.12.
- 23.3 The term "immediate family" as used in this Agreement shall refer to the employee's spouse or domestic partner, parent, grandparent, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, uncle, aunt, stepchild or stepparent of the employee, spouse or domestic partner, and close relative or persons residing in the immediate household of the employee (except domestic employees or roomers). Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservatorship.

#### Parental Leave

- 23.4 A bargaining unit employee shall be entitled to a maximum of thirty (30) days of parental leave for the reasons specified in provision 22.10 of this Agreement. Such leave shall be taken consecutively, unless mutually agreed otherwise by the employee and the appropriate administrator. This leave shall commence within a one hundred and thirty-five (135) day period beginning sixty (60) days prior to the anticipated arrival date of a new child and ending seventy-five (75) days after 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 parental leave granted in accordance with provision 23.4 runs concurrently with other parental, 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, fifteen (15) 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 fifteen (15) days.

#### Additional Flexibility

- 23.6 The CSU recognizes that the nature of work carried out by faculty unit employees makes leaves of less than one (1) academic term challenging to

accommodate. In order to minimize disruptions of the academic program and impacts on students, the following options are available.

- a. Leave sharing. When a faculty unit employee is eligible for a parental leave and **his/her their** spouse or partner is also a faculty unit employee, one spouse/partner may donate all or part of **his/her their** parental leave to the other spouse or partner with the approval of the appropriate administrator(s).
- b. Reduction in workload in lieu of parental leave. Upon request of the faculty unit employee and approval of the appropriate administrator, a faculty unit employee with an academic year appointment may be given a reduced assignment over one academic term in lieu of a thirty (30) day parental leave, as follows:
  - i. A workload reduction of forty percent (40%) (6 WTUs) for one semester, or
  - ii. A workload reduction of sixty percent (60%) (9 WTUs) for one quarter.
- c. Upon request of the faculty unit employee and approval of the appropriate administrator, a faculty unit employee with an academic year appointment may combine paid parental leave, sick leave, and unpaid leave in order to take an entire semester or quarter leave. Under this provision, paid leave need not be exhausted before unpaid leave is taken.

These provisions do not affect the ability of the faculty unit employee to supplement the parental leave with sick leave in accordance with the provisions of 23.5 and Article 24 (Sick Leave). Provisions 23.6.b and 23.6.c shall also be available to 12-month faculty employees with an Academic Year instructional assignment.

### Jury Duty Leave

- 23.7 A faculty unit employee who serves on jury duty shall receive **his/her their** regular salary only if **s/he they** 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**

**their** time off for jury duty is not compensable. The employee may elect to use vacation or CTO to cover the time off.

- 23. 8 An hourly faculty unit employee shall be eligible for time off with pay for jury duty only for those hours ~~s/he was they were~~ scheduled to work.
- 23. 9 A faculty unit employee, upon receipt of initial notification for jury duty, shall promptly notify the appropriate administrator.
- 23.10 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

- 23.11 A faculty unit employee who would otherwise be unable to vote outside of **his/her their** regular working hours may be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, or presidential primary election.
- 23.12 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

- 23.13 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 their** appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 23.14 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.

- 23.15 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.
- 23.16 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 their** own time.
- 23.17 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.
- 23.18 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 their** 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

- 23.19 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. The President may also grant emergency leave to faculty unit employees who require leave due to violent crimes, domestic violence, and/or sexual assault. Such leaves shall normally be of short duration.

#### Military Leave

- 23.20 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 **her/his their** 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.
- 24.9 The CSU shall provide each bargaining unit employee with an annual statement that includes, at a minimum, the employee's total accrued sick leave at that campus. CSU further agrees to develop a system that will allow for monthly or online sick leave balance reporting.

## Absences for Which Sick Leave May Be Charged

- 24.10 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 parental leave benefit pursuant to Article 23.4 of the Agreement.
- 24.11 The term “immediate family” as used in this Agreement shall refer to the employee’s spouse or domestic partner, parent, grandparent, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, uncle, aunt, stepchild or stepparent of the employee, spouse or domestic partner, and close relative or persons residing in the immediate household of the employee (except domestic employees or roomers). Also included in this definition shall be any minor children or incapacitated individuals for whom the employee has primary responsibility or legal guardianship or conservatorship.
- 24.12 The President may authorize up to forty (40) hours of accrued sick leave credits for each death in the immediate family.
- 24.13 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.
- 24.14 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 24.13.



- 24.15 A full-time faculty unit employee shall be charged eight (8) hours sick leave for each day ~~s/he-they~~ ~~were 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 ~~s/he is-they are~~ 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.
- 24.16 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 ~~her/his their~~ accumulated sick leave.
- 24.17 The President may, when ~~s/he-they~~ determines a critical need exists, authorize unpaid sick leave in excess of sixty (60) days.
- 24.18 If the President determines that a faculty unit employee is unable to carry out ~~her/his their~~ duties due to medical incapacity, the President may authorize directed sick leave.

#### Supplement to Industrial Disability Leave

- 24.19 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 ~~her/his their~~ accrued sick leave. Such a notice shall be no later than fifteen (15) days after the report of the injury.
- 24.20 Such supplementation shall continue until the faculty unit employee has exhausted ~~her/his their~~ accrued sick leave or until the faculty unit employee provides to the CSU written notification ~~s/he-they~~ wishes to discontinue supplementation.
- 24.21 Such a supplement to IDL payments shall not result in the faculty unit employee receiving a payment in excess of ~~her/his their~~ regular salary or wage.
- 24.22 All payments received by a faculty unit employee while on IDL shall be subject to mandatory and authorized voluntary deductions.

## Catastrophic Leave Donation Program

24.23 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, **or whose principal place of residence has been impacted by a natural disaster and state of emergency.** ~~[Catastrophic illness or injury is an illness or injury that has totally incapacitated the employee from work. The following provisions shall apply.]~~

### **(1) 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, **her/his their** 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 in 24.23.
- b. An incapacitated employee may elect to defer a request to participate during a period of Industrial Disability Leave eligibility.
- c. An employee may donate a maximum of forty (40) 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 six (6) calendar months calculated from the first day of catastrophic leave. After three (3) months the President may request verification of the continuing illness or injury. 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 **her/his their** accrued vacation credits and all of **her/his their** accrued sick leave credits that 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 ensure** 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 that 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 that 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.
- n. If the recipient employee has exhausted all donated leave credits from the campus and is in need of additional donations to complete the approved catastrophic leave period, sick leave or vacation credits may be transferred from donor employees at other CSU campuses, **within the parameters of applicable Federal tax laws**, provided the President of the recipient employee's campus agrees to receive such donated leave credits.

## **(2) Natural Disaster and State of Emergency**

- a. **Catastrophic leave for a natural disaster shall be leave for an employee who faces financial hardship because the employee has exhausted all of their accrued vacation credits; accrued sick leave credits; personal holiday credits; and C.T.O. credits; and is unable to work due to the effect of a natural disaster on the employee's principal residence.**
- b. **The employee resides in one of the counties or cities where a state of emergency exists as declared by the Governor.<sup>6</sup>**
- c. **An employee, their representative or the employee's family member must request the employee's participation and provide appropriate verification as determined by the campus President. The President shall then determine the employee's eligibility to receive donations based upon the definitions provided above.**

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<sup>6</sup> The state of emergency need not be in place at the time a recipient employee requests or takes donated leave.

- d. An employee may donate a maximum of forty (40) hours of leave credits per fiscal year in increments of one hour or more. Donations are irrevocable.
- e. 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.
- f. The total donated leave credits shall normally not exceed an amount necessary to continue the employee for six (6) calendar months calculated from the first day of catastrophic leave. After three (3) months the President may request verification of the continuing need for catastrophic leave. The leave should not be deemed donated until actually transferred by the campus record keeper to the record of the employee receiving leave credits.
- g. 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 natural disaster and state of emergency.
- h. Only vacation and sick leave credits may be donated.
- i. Donated leave credits may not be used to receive service credit following a service or disability retirement.
- j. Any CSU union may solicit leave donations from bargaining unit employees for direct transfer to employees eligible to receive such leave credits.
- k. The provisions of this program shall be subject to the grievance procedure contained in the collective bargaining agreement covering 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 ensure 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 that 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 catastrophic leave bank that 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.

n. If the recipient employee has exhausted all donated leave credits from the campus and is in need of additional donations to complete the approved catastrophic leave period, sick leave or vacation credits may be transferred from donor employees at other CSU campuses, within the parameters of applicable Federal tax laws, provided the President of the recipient employee's campus agrees to receive such donated leave credits.

## 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.
- 25.5 With the prior approval of the President, Counselor Faculty Unit Employees who are required to maintain a license or credential as a condition of employment, shall be reimbursed for all normal and customary credential or licensing fees consistent with program needs. Any denial shall include a written explanation.
- 25.6 All faculty unit employees are eligible to apply for and receive the Research, Scholarship, and Creative Activities (RSCA) Awards funded by the Chancellor's Office. Campus administrators shall send email notification to all faculty unit employees informing them of eligibility and application procedures every year that RSCA is funded.

## 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 (excluding coaches) with three-year appointments pursuant to Article 12 of this

Agreement for enrollment in the CSU fee waiver program subject to the provisions of this Article. Coaches must have at least six (6) consecutive years of service in the department for enrollment in the CSU fee waiver program subject to the provisions of this Article. For purposes of this section, one (1) 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.

26.2 One (1) spouse, domestic partner, or dependent child up to age twenty-five (25) of a faculty unit employee eligible for participation in the CSU fee waiver program as defined in provision 26.1 may participate in the CSU fee waiver program in lieu of participation by the faculty unit employee, subject to the following conditions:

- a. the courses are taken by a spouse, domestic partner, 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 fees or tuition fees for self-support programs offered through extended education.
- c. the administration determines that there is space available in such course offerings for the spouse, domestic partner, or dependent child;
- d. the fee waiver benefit may be transferred to only one (1) spouse, domestic partner, or dependent child at a time;
- e. the fee waiver benefit for eligible employees, and the fee waiver benefit for a spouse, domestic partner, or dependent child, shall be as provided in this Article; and
- f. the fee waiver benefit is subject to all applicable CSU campus standard admission and academic standards/policies/procedures.

26.3 A maximum of two (2) CSU courses or six (6) units, whichever is greater, may be taken on the CSU fee waiver program per semester/quarter. Courses in self-support programs offered through extended education may not be taken on the CSU fee waiver program.



- 26.4 Courses taken by participating employees on the CSU fee waiver program 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 participating 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 work time.
- 26.7 Approval of career development courses shall require that a program of study be established by the participating 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 CSU fee waiver program shall not conflict with scheduled classes or scheduled office hours of a participating employee.
- 26.9 Provided that the operational and program needs of the participating 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 participating employee at the Chancellor's Office shall be time equal to class time.
- 26.10 In order for a participating employee to continue participating in the CSU fee waiver program, normal academic standards shall be maintained.
- 26.11 A record of completed courses taken by a participating employee may be placed in the participating 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 for participating employees as listed below.

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

Associated Student Body Association Fee;  
University Union Fee; and  
Health Facilities Fee

The State University Tuition Fee for participating employees shall be waived for the units of courses taken in the CSU fee waiver program. A participating employee taking CSU courses in addition to the CSU fee waiver courses shall pay the difference between the part-time State University Tuition Fee and the full-time State University Tuition Fee. A participating faculty unit employee enrolled in a doctorate program shall be eligible for a partial fee waiver equivalent to the part-time Graduate Tuition Fee and shall be responsible for paying the difference between the applicable Doctorate Fee and the part-time Graduate Tuition Fee<sup>7</sup>.

The following fees shall be fully waived:

Application Fee;  
Identification Card Fee;  
Instructionally Related Activity Fee;  
Health Services Fee; and

All Category I fees and Category II fees as defined in Executive Order 1054 that are not listed in 26.12. Category I and II fees include campus or college/school-based instructionally related fees and other fees established by campus student referendum and approved by the Chancellor.

Category III fees as defined in Executive Order 1054 shall be paid at the regular rate if such services are used, unless such services are currently provided to faculty unit employees at no charge or lower charge.

All other fees of any category shall be paid at the regular rate.

26.13 The term “fee waiver” as used in this Article refers to the program that waives or reduces fees for a spouse, domestic partner, or dependent child as listed below.

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<sup>7</sup> CSU agrees that an individual who is currently enrolled in a CSU Doctor of Education program shall continue to be eligible to receive the current fee waiver benefit for the remainder of the program provided that they remain in good academic standing within that program.

The following fees shall be fully waived:

Application Fee; and  
Identification Card Fee

The State University Tuition Fee shall be waived for the units of courses taken in the CSU fee waiver program. A spouse, domestic partner, or dependent child of 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 Tuition Fee and the full-time State University Tuition Fee. A participating spouse, domestic partner, or dependent enrolled in a doctorate program shall be eligible for a partial fee waiver equivalent to the part-time Graduate Tuition Fee and shall be responsible for paying the difference between the applicable Doctorate Fee and the part-time Graduate Tuition Fee<sup>8</sup>.

All other fees of any category shall be paid at the regular rate.

- 26.14 Participation in the CSU fee waiver program by a faculty unit employee shall entitle the faculty unit employee to instructional services, but not student services. Participation in the CSU fee waiver program by a spouse, domestic partner, or dependent child of a faculty unit employee shall entitle the spouse, domestic partner or dependent child to utilize all services provided to other CSU students including but not limited to student health 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 is~~ for ~~the~~ purposes **of enhancing the University educational environment and facilitating the professional development of eligible faculty unit employees by affording opportunities for sustained focus on that provide a benefit to the CSU, such as** research, scholarly and

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<sup>8</sup> CSU agrees that an individual who is currently enrolled in a CSU Doctor of Education program shall continue to be eligible to receive the current fee waiver benefit for the remainder of the program provided that they remain in good academic standing within that program.

creative activity, instructional improvement or **faculty retraining professional currency.**

- 27.2 A full-time faculty unit employee shall be eligible for a sabbatical leave if **s/he has they have** 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.

**Sabbatical leave eligibility is calculated starting with the next academic year after a sabbatical is taken unless a campus policy calculates eligibility differently.**

- 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 Professional Leave 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, 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. 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. If a sabbatical leave is denied based on factors other than the merit of the proposal as identified in 27.6 or 27.7, and such denial results in fewer sabbaticals being awarded than 12% of eligible faculty as defined in 27.10, upon request of the faculty unit employee, the sabbatical leave shall be deferred until the following academic year, at which point the leave, if the underlying conditions supporting the proposal remain in effect, shall be granted. If a sabbatical leave was denied in the immediate year prior due to the factors identified in provision 27.6, an application for a sabbatical submitted for the following academic year shall not be denied based on these factors.
- 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.
  - b. Effective beginning with sabbatical leaves granted for the 2007-2008 academic year, all applications for sabbatical leave at one-half (1/2) of full salary shall be approved if they meet the criteria set forth in provisions 27.5 – 27.8. If there are a sufficient number of faculty unit employees eligible for sabbatical leave who meet the conditions of this Article, then a campus shall grant no fewer sabbatical leaves than twelve percent (12%) of the total number of campus faculty unit employees eligible to apply for such leaves in that year in addition to those faculty approved for a

sabbatical at one-half (1/2) of full salary. Sabbaticals deferred according to 27.8 shall be counted in the year they are taken.

- 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.

- d. Faculty unit employee requests for deferral of an approved sabbatical will be considered by the appropriate administrator. Approved sabbatical deferrals requested by faculty unit employees will be considered as part of the 12% target in the year the sabbatical is granted.**

27.11 The salary of an academic year faculty employee or an academic year counselor faculty unit 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, 12 month faculty employee, or 12-month counselor faculty unit employee on a sabbatical leave shall be in accordance with the following:

At semester campuses:

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

At quarter campuses:

- h. three (3) months at full salary;

- i. six (6) months at three-fourths (3/4) of full salary;
  - j. nine (9) months at one-half (1/2) of full salary.
- 27.12 The start date of a sabbatical for a 12-month faculty employee with instructional responsibilities shall coincide with the start date of the appropriate academic term.
- 27.13 Faculty employees serving as department chairs (class codes 2481, 2482) shall be assigned to the equivalent 12-month or academic year instructional faculty classification (e.g. 2361, 2360) for the duration of the sabbatical, and will not receive the department chair stipend while on sabbatical leave.
- 27.14 If a faculty unit employee occupies a split position with both academic year and 12-month components, the higher appointment time base will normally be used to establish whether the faculty unit employee is placed into an academic year position or a 12-month position for the duration of the sabbatical. Upon request of the faculty unit employee and approval of the appropriate administrator, a faculty unit employee whose majority appointment is on a 12-month basis may be assigned to an academic year position for the duration of the sabbatical.
- 27.15 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.
- 27.16 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 **s/he they** were not on sabbatical leave.
- 27.17 A faculty unit employee on sabbatical leave shall be entitled to accrue sick leave, vacation, and service credit toward service salary increase eligibility, eligibility toward promotion, if applicable, and seniority.
- 27.18 **A faculty unit employee on sabbatical leave shall not be directed to engage in teaching or service to the department, college, or University while on leave.**

A faculty unit employee on sabbatical leave shall not accept additional and/or outside employment without prior approval of the President.

- 27.19 A faculty unit employee granted a sabbatical leave **may be shall 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. **If the campus has a policy that provides for verification in a different manner and/or specifies different recipients of the verification, then that campus policy shall be followed in lieu of the above.**
- 27.20 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 time base.
- 28.4 A full-time faculty unit employee shall be eligible for a difference in pay leave if **s/he they have 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 ~~s/he~~ they has have 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 28.7 and 28.8, 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 28.7– 28.9. 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 ~~s/he~~ they 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 unit employees as defined in provision 2.13(d) who have reached the **normal retirement** age, **consistent with CalPERS rules and pursuant to the California Code of Regulations (CCR) §586.1 of fifty-five (55)** may, subject to the conditions following, participate in a Faculty Early Retirement Program (FERP).
- 29.2 An eligible tenured faculty unit employee shall notify the President in writing at least six (6) months prior to the beginning of the campus academic year that ~~s/he~~ they **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. As for other faculty unit employees, the mix of work assignments within the timebase of the appointment is determined pursuant to Article 20, Workload.
- 29.7
- a. An employee who opts to participate in FERP pursuant to 29.2 on or after July 1, 2007, and whose participation commences with the beginning of the 2007/08 academic year or thereafter, shall be entitled to the yearly period of employment for no more than five (5) consecutive academic or fiscal years.
  - b. An employee who opts to participate in FERP pursuant to 29.2 during the final year of this Agreement 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 percent (50%) of the employee's regular time base 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 The permissible "period of employment" for librarian faculty unit employees shall refer to full-time employment for a duration not to exceed fifty percent (50%) of the librarian faculty unit employee's work year in the year

- immediately preceding retirement, or fifty percent (50%) of the librarian faculty unit employee's regular time base in the year immediately preceding retirement. In either case, the period of FERP employment shall not exceed 960 hours. Any change in the work schedule of librarian faculty unit employee in the year preceding entry into FERP shall require the approval of the President. 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.
- 29.10 A participant in FERP at 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.
- 29.11 The right to continued employment in the FERP pursuant to provision 29.7 of this Article shall terminate in the event of dismissal for cause, layoff, or failure to meet the employment commitment.
- 29.12 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.
- 29.13 Participants may be appointed in CSU extension during the period of employment in FERP.
- 29.14 Notwithstanding provisions 29.8, 29.9, 29.10 and 29.13, participants shall not be eligible for other CSU appointments while in the FERP. Participants in the FERP may be appointed in a CSU auxiliary, provided the auxiliary does not participate in CalPERS. Such appointments shall not exceed the limits on additional employment established in Article 36.
- 29.15 ~~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.~~
- [Intentionally left blank to preserve later provision references in this Article.]**

- 29.16 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.
- 29.17 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 **her/his their** 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.
- 29.18 A participant shall be required to perform normal responsibilities and **her/his their** share of normal duties and activities.
- 29.19 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 FERP employment.
- 29.20 Employees deemed tenured pursuant to 29.19 shall not be counted against any percentage limitation on total tenured faculty employment at the department, school/college, campus, or statewide level.
- 29.21 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.
- 29.22 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 ~~s/he~~ they desire 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 **her/his their** 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 amount on the schedule for their rank/classification in Appendix C. Faculty unit employees shall not be hired above the maximum of the salary ranges in either the librarian classifications or the assistant and associate instructional faculty ranges (and the

corresponding lecturer ranges B & C). Hiring salary above the salary maximum in Appendix C for instructional faculty appointed into the full professor rank (and the corresponding lecturer range D) shall require Presidential approval. SEE JULY 31, 2007 SIDE MOU IN APPENDIX H.

31.2 Increases in the base pay of faculty unit employees can only occur when a faculty unit employee receives an Increase for Market pursuant to provision 31.25, 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. Service Salary Increases pursuant to this Article in an amount set forth below.

~~e. Salary Recovery Adjustments – Increases to address salary stagnation for tenure-track faculty unit employees and long-term temporary faculty unit employees. Post-Promotion Increases pursuant to this Article in an amount set forth below.~~

- d. Equity Increases – Increases intended to address faculty equity issues, including discipline-based salary inversion and compaction for those faculty evaluated according to the existing evaluation criteria, and making at least satisfactory progress, pursuant to Articles 31.10 -31.16.

~~e. Lecturer Salary Corrections – Corrections to address Lecturer misclassification.~~

~~For Fiscal Year 2014-2015, these increases shall be applied in the following order: Lecturer Salary Corrections, General Salary Increases, Salary Recovery Adjustments, and Equity Increases.~~

31.3 Bargaining unit employees shall receive written notification of all salary increases that occur during an academic year. The notification shall include the reason for the salary increase, the new rate of pay, and the effective date of the increase.

31.4 Faculty involvement in consultation and recommendation of appropriate rank for newly hired faculty shall not be diminished.



- 31.5 Promotion shall be accompanied by advancement of at least ~~seven and one-half~~ **nine** percent (~~7.5%~~ **9%**) on the salary schedule.
- 31.6 Range elevation for lecturers shall be accompanied by advancement of at least five percent (5%) on the salary schedule.

### One-Time Payment

**31.6X To compensate faculty unit employees who are in active pay status as of the date of ratification of this Agreement for the additional time and effort required to make significant changes to the delivery of instruction due to the coronavirus, a one-time payment of \$3500 will be made to each faculty unit employee who worked an average of 1.0 timebase during Fall 2020 and Spring 2021 (or the equivalent academic year on a quarter campus). For those who worked less than an average of 1.0, this payment will be prorated by the faculty member's average timebase worked for Fall 2020 and Spring 2021 (or the equivalent academic year on a quarter campus), but not to exceed a 1.0 timebase. A semester (or quarter) not worked shall be considered a zero timebase. This payment is based on the time and effort required to adapt curriculum, alter related services, modify course evaluation practices, and implement modified programs to accommodate student needs resulting from the coronavirus pandemic including students' technological, illness, and dependent care requirements, among others.**

**This payment is considered taxable income subject to all normal payroll withholding and is to be paid through the state payroll system. This payment is not considered reportable compensation for purposes of calculating CalPERS retirement benefits. Payments to faculty unit employees participating in the Faculty Early Retirement Program will be made if allowed under CalPERS rules and regulations.**

### General Salary Increases

**31.7 ~~For fiscal year 2014/2015, all faculty unit employees shall receive General Salary Increases (GSIs) of 1.6% effective July 1, 2014. For fiscal year 2021/2022, all Faculty Unit Employees shall receive General Salary Increases (GSIs) of 4% effective July 1, 2021.~~ At the same time that the GSI is applied **on July 1, 2021**, the minima, the Service Salary Increase (SSI) maxima, and the maxima on the salary schedules shall be adjusted upward by the amount of the GSI.**

For fiscal year 2022/2023, all Faculty Unit Employees shall receive a General Salary Increase (GSI) of up to 4% effective July 1, 2022, depending on the state budget allocation to the CSU.

A calculation will be conducted based on the State of California's final Budget Act of 2022, which has an expected enactment date between June 27, 2022 and September 30, 2022. This calculation will determine the new, unallocated, ongoing funding for the CSU from the state.

Once the new, unallocated, ongoing funding from the state is obtained and determined, the formula for General Salary Increases for 2022/2023 will be as follows:

New, Unallocated, Ongoing State Funding	GSI
1. \$300,000,000 or more	4% GSI
2. \$200,000,000 to \$299,999,999	3% GSI
3. \$199,999,999 or less	Re-opener

a. If the final Budget Act of 2022 contains a funding provision earmarked for across-the-board CSU employee compensation, then CFA will receive its portion of those dollars, based on the percentage of CFA's compensation base compared to all other employee groups. The current CFA compensation base is approximately 50.17% of the total compensation base for all employee groups.

b. If the final Budget Act of 2022 contains a funding provision earmarked for CFA-represented employees, those dollars will be directed to CFA compensation.

If the amount of money earmarked (in a. and/or b. above) for CFA compensation provides for a 4% General Salary Increase or more, then no determination of new, unallocated, ongoing funding will be done. If, however, those dollars (in a. and/or b. above) are short of a 4% General Salary Increase, then the determination of new, unallocated, ongoing funding will occur. The above formula will then be used to supplement the funding provision earmark from the State to a maximum of a 4% General Salary Increase.

At the same time that the GSI is applied on July 1, 2022, the minima, the Service Salary Increase (SSI) maxima, and the maxima on the salary schedules shall be adjusted upward by the amount of the GSI.

### Salary Recovery Adjustments

~~31.8 All tenure-track faculty unit employees whose base salary as of July 1, 2014 is below the Service Salary Increase (SSI) maximum shall receive a 3% base salary increase effective July 1, 2014. However, the percentage increase shall not result in an employee's salary increasing to an amount above the SSI max.~~

~~All temporary faculty unit employees with three-year appointments under provision 12.12 or 12.13 whose base salary as of July 1, 2014 is below the Service Salary Increase (SSI) maximum shall receive a 3% base salary increase effective July 1, 2014. Temporary faculty unit employees who receive initial three-year appointments under provision 12.12 in 2014/15 and whose salary is below the Service Salary maximum shall receive a 3% base salary increase effective with the start of the initial three-year appointment. However, the percentage increase under this provision shall not result in an employee's salary increasing to an amount above the SSI maximum.~~

~~All coaching faculty employees with six or more consecutive years of service at a campus in the same classification and whose base salary as of July 1, 2014 is below the Service Salary Increase (SSI) maximum shall receive a 3% base salary increase, effective July 1, 2014. However, the percentage increase shall not result in an employee's salary increasing to an amount above the SSI maximum.~~

### Salary Re-openers

~~31.9 Salary for Years 2015-2016 and 2016-2017 shall be subject to negotiation between the parties on thirty (30) days written notice by either party. Negotiations for these years shall commence no earlier than May 1, 2015 for Year 2015-2016 and May 1, 2016 for Year 2016-2017 and no later than June 30, 2015 for Year 2015-2016 and June 30, 2016 for Year 2016-2017.~~

For Fiscal Year 2023/2024, the Union shall have the option to re-open negotiations on Articles 20, 23, 31, 32, and 37 (Workload, Leaves of Absence with Pay, Salary, Benefits, and Health and Safety) by providing a written

request to the CSU after the Governor has released the May Revise, but prior to July 31, 2023.

31.10 ~~If during the meet and confer process over salary, the parties cannot reach an agreement on the amount of the salary increases for these years, Article 9 shall be suspended or, as an alternative, the parties may jointly agree to submit the issue to a mediation/arbitration process.~~

If during the meet and confer process over salary and benefits, the parties cannot reach an agreement, then the parties shall use the impasse procedures within HEERA.

### Equity Increases

**For the term of this agreement, Provisions 31.11 and 31.14 shall not be implemented.**

31.11 The CSU agrees to fund a system-wide equity program in the amount of \$2 million (two million dollars) in compensation increases to be distributed in Fiscal Year 2014-2015 to all tenured and probationary faculty unit employees who meet the following eligibility criteria as of July 1, 2014, and who are not rehired annuitants or participants in the Faculty Early Retirement Program:

- a. If the individual's current rank is Assistant Professor or equivalent, ~~s/he they were was~~ hired between Academic Years (AY) 2006-07 and 2013-14, and ~~his/her their~~ base salary is below the SSI maximum.
- b. If the individual's current rank is Associate Professor or equivalent, ~~s/he they were was~~ hired between AY 2000-01 and 2013-14, and ~~his/her their~~ base salary is below the SSI maximum.
- c. If the individual's current rank is Full Professor or equivalent, ~~s/he they were was~~ hired between AY 2000-01 and AY 2013-14, and ~~his/her their~~ base salary is below the SSI maximum.

The calculation for the distribution of the funds will occur in three steps. First, the funds will be apportioned to each rank (i.e. Assistants and equivalents; Associates and equivalents; and Fulls and equivalents) based on the total calculated cost to increase the base salary for all eligible tenured and probationary faculty unit employees in each rank to the SSI maxima in their range.

Second, in each of the three ranks, the funds will be distributed proportionally to each hire year cohort. Funds will be distributed based on the total calculated cost to increase the base salary of all eligible tenured and probationary faculty unit employees in each hire year cohort to the SSI maxima in their ranks.

Third, once the proportional dollar figure allocation for each rank and hire year cohort is established, the allocation for each rank and hire year cohort will be equally divided amongst all eligible faculty unit employees. This allocation shall result in the same award amount for all eligible faculty unit employees in each of the rank/hire year cohort groups.

For each eligible faculty unit employee, the award shall result in an increase to base salary effective July 1, 2014. This award shall be applied in accordance with 31.2, and the CSU shall make a good-faith effort to distribute awards by February 1, 2015.

- 31.12 Presidents may make **additional**<sup>9</sup> awards which, if issued, must address campus equity issues, including, but not limited to inversion and compression. The President shall consult with representatives of the campus CFA chapter in developing the procedures and criteria to be used in determining the distribution of such equity awards. While not all departments and/or programs may be affected, the distribution of awards must use criteria that are developed based upon a campus-wide review of salary issues. These awards are distinct from Market Increases set out separately in Article 31.25.
- 31.13 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 campus-based equity increase, including the amount of the increase and the effective date of the increase.

#### Appeals of Equity Awards

- 31.14 The decision to grant an equity award and/or the amount of the increase to be granted shall not be subject to the grievance procedures in Article 10. However, the CFA (Appellant) may file a notice of appeal on behalf of an employee, or group of employees, alleging that there has been a claimed

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<sup>9</sup> The word "additional" was removed because Provision 31.11 is not being implemented for the term of this Agreement.

violation, misapplication, or misrepresentation in the application of provisions 31.12 of this Article in relation to the procedure by which a decision was made to grant or deny an Equity Increase in any individual case or cases. The CFA shall not appeal on behalf of unit members who do not wish to pursue an appeal. The following procedures shall apply to appeals.

- a. The appeal must be filed no later than twenty-one (21) days after the event giving rise to the appeal, or no later than twenty-one (21) days after the Appellant knew or reasonably should have known of the event giving rise to the grievance. The Appellant shall state clearly and concisely in the notice of appeal, the name(s) of the employee(s) on behalf of whom the appeal has been filed and the term(s) of this Article alleged to have been violated, misinterpreted, or misapplied in relation to the procedure by which a decision was made to grant or deny an Equity Increase.
- b. Within thirty (30) days the parties shall meet at a mutually acceptable time and place in order to try to resolve the appeal informally.
- c. In the event that the appeal is not resolved to the Appellant's satisfaction through informal efforts, the Appellant may request that the matter be subjected to a third party neutral for review. Such a request must be made in writing within forty-five (45) days of the filing of the notice of appeal.
- d. A third party neutral will be jointly selected by the CSU and CFA to hear all cases thus appealed.
  1. The third party neutral shall schedule a review of such cases within thirty (30) days from the date of the request for review at a time and place acceptable to the parties. Since time is frequently of the essence in rendering a remedy that is meaningful for both faculty members and the administration, review procedures shall be as determined by the third party neutral, but shall provide for no more than one (1) day of review except by written agreement of the parties. Except upon the written agreement of the parties in a particular case, no briefs shall be filed. The third party neutral's decision sustaining or denying the appeal shall be issued after a brief study period at the conclusion of the review, but in any event no later than three (3) days from the close of the review, and

need not include supporting rationale unless requested by a Party.

2. The third party neutral shall not sustain an appeal unless there is:
  - i. a preponderance of the evidence to do so;
  - ii. clear and convincing evidence of a procedural error.

The normal remedy for such a procedural error will be to remand the case to the review level where the error occurred for reevaluation.

3. If the third party neutral is able to state with certainty that had it not been for the procedural error the faculty member would have received an Equity Increase, then the third party neutral may make an Equity Increase award, subject to the limitation that the total amount of awards cannot exceed the funds allocated by the President for the Equity Program for that fiscal year.

The third party neutral's decision in any given case shall not set a precedent, and it shall not be cited in any other administrative or legal forum. The decision of the third party neutral shall be final and binding.

4. All costs of the appeal process shall be borne equally by both parties.

### **Lecturer Salary Corrections Post-Promotion Increase**

31.15 ~~Lecturer L shall be eliminated from the salary schedule. All temporary faculty unit employees classified in Lecturer L shall be converted to Lecturer A (or Lecturer B consistent with 31.16 below) with not less than a 5% base salary increase. The effective date shall be July 1, 2014.~~

**In Fiscal Year 2022-2023, for all eligible faculty, a Post-Promotion Increase of 2.65% shall be paid effective on faculty unit employees' anniversary date. The Post-Promotion Increase is a program for those senior faculty members (Full professors and Lecturer D faculty and equivalent**

librarian, counselor, and coaching faculty ranks) who have exhausted all their SSI eligibility.

### Lecturer Range Placement

- 31.16 ~~All temporary faculty unit employees classified in Lecturer L or Lecturer A who possess terminal degrees appropriate to teaching in the discipline in which they are appointed shall be converted to Lecturer B with not less than a 5% salary increase. The effective date shall be July 1, 2014.~~ The CSU shall not appoint temporary faculty unit employees who possess terminal degrees appropriate to teaching in the discipline in the Lecturer A classification.

### Service Salary Increases

- 31.17 To determine whether a faculty member has received the maximum allowable number of SSIs, one must deduct the amount of any FMIs they have received, regardless of the rank or classification in which they were awarded. The parties agree to continue this definition regarding SSI eligibility for those faculty who have received an FMI award.
- 31.18 A Service Salary 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) preceding that does not exceed a total of eight (8) Service Salary Step Increases on the salary schedule.
- 31.19 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 except as provided for in Article 31.17.



- 31.20 An employee shall receive written notice of denial of a Service Salary Increase as soon as is practicable after the denial decision.
- 31.21 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.
- 31.22 The appropriate administrator may at any time reverse the denial of an SSI. Such a reversal may be effective retroactively or effective for a part of the year.
- 31.23 **For Fiscal Year 2014-2015, no A Service Salary Increases shall be implemented only in Fiscal Year 2021/22 and Fiscal Year 2023/24, effective on the faculty unit employees' anniversary date.**
- 31.24 In a year in which the parties have agreed that a Service Salary Increase shall be paid, there shall be a two and sixty-five one hundredths percent (2.65%) Service Salary Increase upon the determination by the appropriate administrator that an employee has performed in a satisfactory manner in carrying out the duties of **his/her their** position. Such a determination shall be after consideration of material in the employee's Personnel Action File. The Service Salary Increase shall be effective on the eligible employee's anniversary date.

#### Increases for Market

- 31.25 The President may grant a salary increase to a probationary or tenured faculty unit employee to address market considerations. Such increases shall not be bound by the eight (8) service increases referenced in provision 31.18. Applications for market 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 adjustment and the

amount of the increase to be granted shall not be subject to grievance procedure.

- 31.26 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 adjustment, and the amount of increase granted.

#### Department Chairpersons

- 31.27 Employees ~~servicing as reclassified to~~ department chair in class codes 2481 and 2482 shall receive a minimum ~~stipend salary increase~~ 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 **at the time of reclassification.**
- 31.28 The ~~stipend salary increase~~ identified in provision 31.27 shall be incorporated into the salaries of department chairpersons when they are placed on the salary ranges for class codes 2481, and 2482 identified in Appendix C. ~~These stipends~~ **This increase** shall be deducted from the salaries of department chairpersons effective on the date that their chairperson assignment ends.

#### Direct Deposit

- 31.29 The Direct Deposit program provided by the State Controller's Office will be made available to all bargaining unit employees determined eligible by the State Controller's Office.

### ARTICLE 32

#### BENEFITS

##### Health Plan and Eligibility

- 32.1 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for these benefits shall be based on rates established by the CalPERS for participating members. The Employer shall contribute the amount required for such payments by Government Code Section 22871. This provision shall be applicable to all faculty unit employees

whose eligibility for CalPERS health benefits derives from their employment in the faculty bargaining unit.

- 32.2 Eligible lecturers and coaches in academic year classifications who are appointed for at least six (6) Weighted Teaching Units (i.e., 0.4 time base) for at least one (1) semester or two (2) or more consecutive quarters shall be eligible to receive health benefits offered through the CalPERS system for the life of this Agreement. This unique enrollment criterion for health benefits is pursuant to Government Code 22772(4) and the negotiated Agreement between CSU and CFA and is subject to CalPERS rules and regulations.

The CSU shall contribute the amount required for such payments by Government Code Section 22871. This provision shall be applicable to eligible employees in the following academic year classifications:

<u>Class Code</u>	<u>Class Title</u>
0357	CMA Lecturer – Cruise AY
0360	Maritime Vocational Lecturer IV – Cruise AY
0361	Maritime Vocational Lecturer IV – Noncruise AY
0364	Maritime Vocational Lecturer – Cruise AY
0365	Maritime Vocational Lecturer – Noncruise AY
0557	CMA Lecturer – 2 <sup>nd</sup> Cruise AY
0560	Maritime Vocational Lecturer IV – 2 <sup>nd</sup> Cruise AY
0564	Maritime Vocational Lecturer – 2 <sup>nd</sup> Cruise AY
2308	Lecturer, Statewide Nursing Program AY
2358	Lecturer AY
2375	Head Coach AY
2378	Coach AY
2381	Coaching Specialist AY
2384	Coaching Assistant AY
2458	Lecturer, CalState TEACH AY

- a. Enrollment will be continued during subsequent consecutive semesters or quarters provided the employee is appointed for six (6) Weighted Teaching Units (0.4 time base) or more.
- b. If during an academic year the enrolled employee is appointed for less than six (6) Weighted Teaching Units, the employee may continue enrollment by direct payment of the employee and employer premiums through the end of that academic year. If an enrolled employee is not reappointed, the employee is eligible to continue enrollment through COBRA.

- c. If during the initial qualifying appointment period (at least one (1) semester or two (2) or more 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.
- d. In accordance with provision 32.1, eligibility shall be as defined by CalPERS.

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.

#### CSU Benefit Plans and Eligibility

32.4 The term "eligible employee(s)" as used to define eligibility for the CSU dental, vision, life insurance, accidental death and dismemberment and long-term disability plans shall mean an employee or employees who are appointed half-time or more for more than six (6) months. Those excluded from CSU benefit plans 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.

The term "eligible employee(s)" as used to define eligibility for the CSU dental, vision, life insurance, accidental death and dismemberment and long-term disability plans includes eligible lecturers and coaches in academic year classifications who are appointed for at least six (6) Weighted Teaching Units (i.e., 0.4 time base) for at least one (1) semester or two (2) or more consecutive quarters. Eligible academic classifications are listed in 32.2.

32.5 The term "eligible family member" as used to define eligibility for the CSU dental and vision plans 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-six (26). An adopted child, stepchild, **illegitimate natural** 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-six (26) 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-six (26), 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.

The term "eligible family member" includes the employee's registered domestic partner as defined pursuant to Family Code Section 297 et seq. and subject to the Secretary of State's registration process.

### Dental Plans

32.6 CSU enhanced dental benefits shall be offered to eligible employees and eligible family members as defined in 32.4 and 32.5 for the life of this Agreement, fully paid by the Employer. The level of benefits shall be the CSU Enhanced Prepaid Dental Plan and the CSU Enhanced Level II Indemnity Dental Plan.

Eligible employees include participants in the Faculty Early Retirement Program if the participant was enrolled in a CSU dental plan immediately prior to **her/his their** service retirement and is appointed half-time or more.

### Vision Care

32.7 Eligible employees and eligible family members as defined in 32.4 and 32.5 shall be entitled to participate in the vision plan as provided in the plan presently offered by CSU, and the CSU hereby agrees the Employer's contribution shall equal one hundred (100) percent of the basic monthly premium.

Eligible employees include participants in the Faculty Early Retirement Program if the participant was enrolled in the vision plan immediately prior to **her/his their** service retirement and is appointed at half-time or more.

32.8 No provision contained in this Article shall be implemented unless and until the amount required therefore is appropriated by the Legislature and made available to the CSU for expenditure for such purposes.

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

32.9 The CSU shall provide eligible employees as defined in 32.4 with a supplemental life insurance plan at no cost to the employee. This plan 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 32.8 and 41.3.

- 32.10 The CSU shall provide eligible employees as defined in 32.4 with fifty thousand dollars (\$50,000) accidental death and dismemberment insurance at no cost to the employee.
- 32.11 The CSU shall provide eligible employees as defined in 32.4 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.
- 32.12 The campus Human Resources Office shall make available information concerning an employee's rights under Nonindustrial Disability Insurance (NDI), Industrial Disability Leave (IDL), Temporary Disability, Social Security and CalPERS or CalSTRS retirement options.

#### Flex Cash Program

- 32.13 All employees eligible for either health or dental insurance pursuant to this 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 ~~s/he~~ **they** **have** ~~has~~ alternate non-CSU insurance for the CSU insurance being waived.

#### Health Care Reimbursement Account

- 32.14 All eligible bargaining unit employees shall be entitled to participate in the CSU Health Care Reimbursement Account (HCRA) Plan. The terms of this plan shall be determined by CSU and IRS regulations. All administrative costs for participation shall be paid by participating employees.

#### Dependent Care Reimbursement Program

32.15 All eligible 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.

#### 403(b) Programs and Optional Retirement Plan

32.16 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.

32.17 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

32.18 The parties agree as follows regarding the enhanced 1959 survivor benefits:

- a. The amount paid to a surviving spouse under the 1959 survivors benefit enhancement shall be the level of payment described in Government Code 21574.7.
- b. The employer shall be responsible for payment of the additional monthly premium for such coverage at the rate established by CalPERS 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 previously-referenced status.

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

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

## Recreational Facilities

32.20 Employees shall have access to campus recreational facilities when the appropriate administrator has determined that such access does not interfere with the students' 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

32.21 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

**32.22 For Fiscal Year 2014/15, parking fees will be frozen at the current rates.**

**During Fiscal Year 2021/22, monthly parking fees shall not be increased.**

**During Fiscal Year 2022/23, monthly parking fees may be increased by no more than the percentage of the General Salary Increase received by faculty unit employees during that fiscal year. No campus shall increase parking fees more than once in 2022/23.**

**In the event that either party exercises its option to re-open article 31 (Salary) pursuant to Article 31.8 for Fiscal Year 2015/2016 and/or 2016/2017, then the limited issue of parking fees under 32.22 shall also be subject to those re-opener negotiations.**

The preceding section shall be subject to the proviso that on no campus shall Unit 3 parking fees exceed those paid by CSU students in any given fiscal year.



- 32.23 Eligible bargaining unit employees shall be entitled to participate in the CSU Pre-tax Parking Fee Deduction Plan. The terms of this program shall be determined by the CSU.
- 32.24 Faculty Unit Employees employed at two (2) or more campuses shall not be required to purchase multiple parking passes. Procedures to implement the terms of this provision shall be determined by the CSU. This procedure will permit parking at all campuses where a faculty member is employed provided that the faculty unit employee has purchased a parking pass during the same academic term at a CSU campus.
- 32.25 Campuses will encourage the use of alternative transportation as appropriate to the campus' geographical region and as needed to comply with state and federal air quality rules and regulations. At the discretion of the President, subject to the State Controller's Office (SCO) procedures and IRS regulations, the CSU may establish, maintain, or cease transportation benefits programs. Campus programs that encourage the use of alternative transportation may include, but are not limited to:
- a. Free or discounted mass transit passes;
  - b. Van pools, which may or may not be subsidized;
  - c. Ride Share points;
  - d. Commuter tax benefit programs;
  - e. Parking permits for bike riders in inclement weather and/or;
  - f. Shared car programs on campus.

### 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 ~~her/his~~ **their** 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, shall be observed on the day specified.

- a. January 1
- b. Third Monday in January (Martin Luther King Jr. Day)
- c. March 31 (Cesar Chavez Day)
- d. July 4
- e. First Monday in September (Labor Day)
- f. November 11 (Veterans' Day)
- g. Thanksgiving Day
- h. December 25
- i. 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)

- 33.7 Any paid holiday listed in this Article that falls on a Saturday shall be observed on the preceding Friday. Any paid holiday listed in this Article that 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 **her/his 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 that indicate an academic work year or to faculty unit employees in classifications that 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 ~~s/he~~ **has they have** 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.
- 35.3 In addition to the requirements of 35.2, all full-time faculty unit members shall be required to provide a written statement to the appropriate administrator of all outside employment, where such outside employment is expected to amount to more than
- a. One hundred sixty (160) hours per semester for faculty holding academic year or ten (10) month appointments at a semester campus.
  - b. One hundred ten (110) hours per quarter for faculty holding academic year or ten (10) month appointments at a quarter campus.
  - c. One hundred twenty (120) hours per three (3) month period for faculty holding twelve (12) month appointments.

Written statements shall be submitted using the form at Appendix G and shall be provided to the appropriate administrator within thirty (30) days of the commencement of the semester, quarter, or three (3) month period during

which the outside employment is to be undertaken. For faculty holding twelve (12) month appointments the quarter dates for the purposes of reporting shall be July 1, October 1, January 1, and April 1.

## 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%) time base. If no appointment is greater than a fifty percent (50%) time base, 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 "twenty five percent (25%) overage" as used in this Article shall be calculated as a percentage of full-time workload or, when appropriate, full-time time base. 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 **her/his their** primary or normal employment. An "overage" of up to twenty five percent (25%) of a full-time position shall be allowed if the overage employment: (a) consists of employment of a substantially different nature from **her/his their** primary or normal employment; (b) is funded from non-general fund sources; (c) is the result of the accrual of part-time employment on more than one (1) campus; or (d) is necessary to meet a temporary faculty employee's entitlement to full-time work, or to offer work to a part-time temporary faculty employee up to full time under provision 12.29 (a) (8) or (b) (9). However, in no case shall a faculty unit employee's entitlement to subsequent employment at a campus exceed full-time in any academic term.

## 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. For academic year or ten (10) month faculty unit employees, additional employment and overload limits (125%) shall be calculated and applied independently during summer periods.

## ARTICLE 37

### HEALTH AND 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 that 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, **or such safety equipment is required by a government agency which has jurisdiction over the affected campus.**
- 37.3 A faculty unit employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices. The CSU shall inform faculty unit employees of all campus safety policies, including information about employee safety training, by electronic mail or otherwise.
- 37.3 X Campuses shall maintain an emergency alert program that can normally send timely information to faculty unit employees in the event of an emergency, as directed by the President. Faculty unit employees may opt in to this program.**

- 37.4 A faculty unit employee who observes or detects any **health and** 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 **health and** 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 **s/he is they are** being required to work under unhealthy or unsafe conditions, **s/he is they** 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 in writing, 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 **s/he is they** believes in good faith that **his/her their** present assignment presents a clear danger to **his/her their** health and safety. The appropriate administrator shall promptly respond to such a request in writing. 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 (1) employee from the bargaining unit shall be designated by CFA to represent the **health and** 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 time base;
  - c. temporary reassignment, full or partial;
  - d. visiting appointments on another campus;

- e. extension appointments to augment reduction in time base;
- 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 who do not hold a three-year (or longer) appointment;
  - b. next, full-time temporary faculty unit employees who do not hold a three-year (or longer) appointment;
  - c. next, less than full-time temporary faculty unit employees who hold a three-year (or longer) appointment;
  - d. next, full-time temporary faculty unit employees who hold a three-year (or longer) appointment;
  - e. next, faculty in the Faculty Early Retirement Program;
  - f. next, probationary faculty unit employees;
  - g. 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.

Counselor Faculty Unit Employees: Order of Layoff

38.13 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 counselor faculty unit employees;
- b. next, full-time temporary counselor faculty unit employees;
- c. next, counselor faculty unit employees in the Faculty Early Retirement Program
- d. next, probationary counselor faculty unit employees;
- e. next, less than full-time permanent/tenured counselor faculty unit employees;
- f. last, full-time permanent/tenured counselor faculty unit employees.

Temporary Faculty Unit Employees: Order of Layoff

38.14 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

38.15 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 earned.

#### Tenured Faculty Unit Employees: Order of Layoff

38.16 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

38.17 A tie exists when two (2) or more tenured faculty unit employees in a unit of layoff have the same seniority date.

38.18 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

38.19 A faculty unit employee may be excluded from the order of layoff only as provided in provision 38.20.

38.20 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

- 38.21 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.
- 38.22 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.

38.23 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 **her/his their** address of record.

### Seniority of Tenured Faculty Unit Employees

38.24 Seniority becomes credited upon the granting of tenure. Therefore, only tenured faculty unit employees shall earn seniority and be assigned a seniority date. The seniority date of faculty unit employees shall be established by the date of initial appointment in a department at a campus to a probationary or tenured position within the appropriate classification family. The appropriate classification family for faculty unit employees shall be those classifications listed in provision 2.13 for the appropriate employee category. The employee with the most recent seniority date shall have the least seniority, and the employee with the least recent seniority date shall have the most seniority.

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

38.26 The seniority date of a non-faculty unit employee who exercises **her/his their** retreat rights to the faculty unit shall be calculated in accordance with this Article. Seniority 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

38.27 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 **s/he they are 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 **s/he they are is** qualified. Appropriate administrators shall make good-faith efforts to identify positions for which tenured or probationary faculty members who have received a notice of layoff may be qualified. In each case, a faculty unit employee may request a meeting with **her/his their** appropriate administrator in order to discuss **her/his their** 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.
- 38.28 In cases of temporary reassignment, the tenured or probationary faculty unit employee shall maintain **her/his their** position in the order of layoff and recall.
- 38.29 In cases of permanent or probationary reassignment, acceptance of the reassignment by the tenured faculty unit employee shall be deemed a waiver of any recall rights with respect to **her/his their** previous department assignment. Such waiver shall be noted on any offer of permanent reassignment in lieu of layoff.
- 38.30 In cases of permanent reassignment, the tenured faculty unit employee shall maintain all seniority previously earned. This provision may be waived if a permanent reassignment is granted pursuant to provision 38.31.
- 38.31 A permanent reassignment may be granted to a tenured faculty unit employee with permanent forfeiture of all or part of **her/his their** seniority. 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 forfeited change in seniority date, (b) that the change is completely voluntary and binding, (c) that **s/he they are has** no right to restoration of original seniority date under any circumstances, and (d) that such a forfeiture shall not be cause to file allegations pursuant to Article 10 of this Agreement.
- 38.32 When departments, colleges, or other administrative units submit a proposal regarding a programmatic change or elimination that 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

- 38.33 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 time base 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.
- 38.34 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).
- 38.35 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 that ~~s/he they~~ held at the date of layoff.
- 38.36 If an individual on the recall list declines two (2) offers of employment in the same or comparable position from which ~~s/he they were was~~ laid off, ~~s/he they~~ waives recall rights. An individual on a recall list may request inactive status for up to one (1) year.

### Reemployment Opportunities

- 38.37 The CSU shall make available information regarding employment opportunities of a similar nature to ~~her/his their~~ current appointment at other CSU campuses.
- 38.38 A faculty unit employee undergoing layoff may apply for an employment vacancy for which ~~s/he they are is~~ qualified at any CSU campus.
- 38.39 A tenured or probationary faculty unit employee undergoing layoff shall be provided with job clearinghouse services upon ~~her/his their~~ 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

- 38.40 A layoff shall refer to an involuntary separation or reduction in time base pursuant to this Article.
- 38.41 No administrators may perform teaching duties in a department in which faculty unit employees are in layoff status who have not waived recall rights.
- 38.42 Upon approval of faculty unit employees in the unit of layoff, the provisions of this Article may be applied so as to reduce the time base 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.
- 38.43 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 38.14, 38.15, and 38.20.
- 38.44 The unit of layoff for a faculty unit employee shall be the department or equivalent unit in which ~~s/he~~ they held a primary TSA/SAD on June 30, 1983. Permanent reassignment to another department or equivalent unit shall inactivate this provision.
- 38.45 A request for permanent reassignment pursuant to provision 38.27 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.
- 38.46 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.
- 38.47 The partial or complete reduction in time base of a part-time temporary faculty unit employee may be accomplished pursuant to provision 12.5 and does not require the layoff of the employee pursuant to this Article.

#### 38.48 Reemployment Rights for Three-Year Appointed Temporary Faculty

- a. A temporary faculty unit employee shall be placed on a departmental list maintained for the purpose of establishing re-employment rights under the following circumstances:
  - i. If at the end of a three-year appointment, no work exists in the department to support the subsequent appointment of the temporary faculty unit member; or
  - ii. If there is no work available to support the initial appointment of a temporary faculty unit employee under the provisions of 12.12; or
  - iii. If the time-base of the temporary faculty unit employee is zero during the third year of the temporary faculty unit employee's appointment; or
  - iv. If during the course of the three-year appointment the temporary faculty unit employee is laid-off under the terms of this Article.

When such temporary faculty unit employee is officially notified that no work exists to support the initial or subsequent appointment, or is officially notified of layoff, the official notification shall also inform the temporary faculty unit employee of the right to be placed on this list for a period not to exceed three (3) years. Upon request, CFA shall be provided with a copy of all letters informing a three-year temporary faculty unit employee that no work exists in the department to support the initial or subsequent appointment.

- b. No later than July 1 of each year during the period the temporary faculty unit employee is on this list, the temporary faculty unit employee must inform **her/his their** department chair of the temporary faculty unit employee's interest in and availability for employment. Included in this written notice shall be current, accurate contact information. Failure to notify the chair shall result in removal from this list.
- c. An individual on a reemployment list may request in writing to **her/his their** department chair that they be assigned "inactive status" on such reemployment list for a period not to exceed one (1) year. The effect of such written notification shall be that the temporary faculty unit employee will not be required to be considered for assignment of work

pursuant to provision 12.29 during the period that they are assigned “inactive status.”

- d. The determination of whether work is available to offer those faculty on the list shall be pursuant to provision 12.29. Should work be available pursuant to 12.29, the order of assignment, the faculty member shall be given a new three-year appointment at the time base of the work available. An employee returning from this list will be employed at the same rate of pay that ~~s/he~~ they previously received at the time of non-renewal. In addition, temporary faculty unit employees so reemployed will have the same status, service credit (subject to PERS regulations), SSI and range elevation eligibility and sick leave held at the time of non-renewal, but benefits eligibility shall be determined by the faculty member’s time base at the time of return to work. The period in which the employee was on this department list shall not constitute a break in service regarding rights previously accrued under Article 12.
- e. Any offer made pursuant to 38.48(d) shall be made in writing by registered mail, return receipt requested, to the last address notified to the department chair under the provisions of 38.48(b). 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).
- f. Where an application of 38.48(d) results in two (2) or more faculty unit employees being found to be eligible for reemployment under the provisions of this Article, then the eligible faculty unit employees shall be recalled in the reverse order that they were placed on the reemployment list. This means that an individual who has been on the reemployment list for the shorter period of time will have preference for reemployment over any other eligible faculty unit employee.
- g. If an individual on the reemployment list declines two (2) offers of employment in the same or comparable position from which ~~s/he~~ they were ~~was~~ non-renewed, ~~s/he~~ they will be considered to have waived any further employment rights under the terms of these provisions. Similarly, if a three-year appointed temporary faculty member accepts reemployment at the same or a lesser time base held in their most recent three-year appointment, then the acceptance of such work will terminate any further employment rights under the terms of these provisions.

## 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 Agreement 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, class/lecture notes and materials; course syllabi; instructional text and manuscripts; theses and dissertations; articles; non-fiction; fiction; poems; musical works; dramatic works including any accompanying music; pantomimes and choreographic works; pictorial, graphic and sculptural works, or other works of artistic imagination; software; educational software; or plans, patterns and works of art or design including works that are used in connection with online or hybrid instruction, transmitted electronically, and/or stored on CSU or third party provided servers. 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.

Unless there is a separate agreement to the contrary, consistent with this Article, neither the CSU nor third party providers are entitled to grant licenses or make assignments with respect to such materials to publishers and publishing agents, or any third party.

- 39.4 By acknowledging in provision 39.3 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, this Agreement 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 Agreement does not apply to those materials created with extraordinary University support, which shall 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 Agreement 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 Agreement does not apply to, and therefore cannot supersede, ownership agreements defined in the context of any sponsored grants or contracts.
- 39.9 This Agreement 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 does not disclose any information contained in the agreement.

## ARTICLE 40

### EXTENSION FOR-CREDIT EMPLOYMENT

#### Classifications

- 40.1 Classification code 2322, Instructional Faculty, Special Programs - For Credit, shall be used solely for employment in self-support for-credit programs offered through Extension.
- 40.2 Classification code 2323, Instructional Faculty, Extension – For Credit, shall be used solely for employment in self-support for-credit programs. This classification will continue to be used both for CSU academic credit and for those continuing education credits received by students through the completion of courses taught by faculty in this classification.

#### Application of Provision of the Agreement

- 40.3 Employment in the classifications noted in provisions 40.1 and 40.2 shall be considered “extra pay for extra work” for any faculty unit employee holding concurrent appointment in any other bargaining unit position.
- 40.4 Accepting an appointment in the classifications noted in provisions 40.1 and 40.2 shall not diminish any rights under the Agreement for faculty who are also employed in other bargaining unit classifications.
- 40.5 The following Articles of the Agreement are the only Articles that are applicable in their entirety to employees during their employment in the classifications noted in provisions 40.1 and 40.2:
- a. Article 1, Recognition
  - b. Article 2, Definition
  - c. Article 3, Effect of Agreement
  - d. Article 4, Savings Clause
  - e. Article 5, Management’s Rights
  - f. Article 7, CFA Security
  - g. Article 8, Faculty Participation

- h. Article 9, Concerted Activities
  - i. Article 10, Grievance Procedure
  - j. Article 11, Personnel Files
  - k. Article 16, Non-Discrimination
  - l. Article 17, Temporary Suspension
  - m. Article 18, Reprimands
  - n. Article 19, Disciplinary Action Procedure
  - o. Article 33, Holidays
  - p. Article 36, Additional Employment
  - q. Article 37, **Health and** Safety
  - r. Article 39, Intellectual Property Rights
  - s. Article 40, Extension For-Credit Employment
  - t. Article 41, Duration & Implementation
- 40.6 The Articles of the Agreement not listed in provision 40.5 are not applicable to employees during their employment in the classifications noted in provisions 40.1 and 40.2.
- 40.7 This Article 40, Extension For-Credit Employment, supersedes all practices and agreements at all campuses in effect prior to the effective date of this Agreement on matters covered by the Article.
- 40.8 This Article 40, Extension For-Credit Employment, controls all employment in the classifications noted in provisions 40.1 and 40.2, and controls in the event of a conflict between the terms of this Article and any arbitration decision issued prior to the effective date of this Agreement on matters covered by this Article.
- 40.9 The terms of Article 6, Union Rights of this Agreement, shall be applicable to employees during their employment in the classifications noted in provisions 40.1 and 40.2, except that these employees shall not be eligible for release time under provision 6.13 in either of these classifications. In the event that individuals appointed in these classifications receive union leave under provision 6.12 or 6.17, the CFA shall reimburse the CSU for actual salary and benefits costs.
- 40.10 The terms of Articles 22, Leaves of Absence without Pay, and Article 23, Leaves of Absence with Pay, shall not be applicable to employees during their employment in the classifications noted in provisions 40.1 and 40.2, except that these employees shall be eligible for both Bereavement Leave and Military Leaves of Absence as defined in those Articles.

## Appointment

- 40.11 Appointment of a faculty unit employee to the classifications noted in provisions 40.1 and 40.2 shall be made by the President. Such an appointment is voluntary and acceptance of an appointment and course assignment includes an agreement by the employee to meet the class on the first day regardless of enrollment, for classes not canceled prior to that time.
- 40.12 An appointment to the classifications noted in provisions 40.1 and 40.2 is a temporary appointment for a specific period of time.
- 40.13 The official notification to a faculty unit employee of an appointment in the classifications noted in provisions 40.1 and 40.2 shall include the beginning and ending dates of appointment, number of WTUs, 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.
- 40.14 A class may be canceled by the President. If the class is canceled, the faculty unit employee shall be compensated pursuant to Appendix C of the Agreement for the classes taught.
- 40.15 Faculty who develop the courses that are offered through Extension in classification code 2322, Instructional Faculty, Special Programs - For Credit shall have the right of first preference to teach those courses.
- 40.16 A bargaining unit employee may make a request to teach a course for which ~~s/he is~~ **they are** qualified that is offered in self-support for-credit with classification code 2323, Instructional Faculty, Extension – For Credit. Such a request, if received in a timely manner, shall be considered by the President before the course assignment is finalized. All course assignment decisions shall be at the sole discretion of the President and shall not be subject to Article 10, Grievance Procedure.

## Evaluation

- 40.17 A faculty unit employee employed in the classifications noted in provisions 40.1 and 40.2 shall be evaluated at the discretion of the department chair or the appropriate administrator. In addition, an evaluation shall be performed upon the request of the faculty unit employee. These evaluations shall be consistent with provisions 15.20, 15.21, 15.22 and 15.27 of the Agreement.



### Assignment of Responsibility

40.18 The responsibilities of a faculty unit employee during their employment in the classifications noted in provisions 40.1 and 40.2 may include teaching, office hours, and other responsibilities assigned.

### Sick Leave

40.19 A faculty unit employee employed in the classifications covered in this Article shall earn sick leave at the rate of one (1) day per 3 WTU assignment on a semester campus and one (1) day per 4 WTU assignment on a quarter campus in any appointment. Sick leave shall be credited at the beginning of the appointment. Sick leave under this provision may be used at any time during the appointment.

### Salary

40.20 The salary schedules of a faculty unit employee appointed to either of the classifications noted in provisions 40.1 and 40.2 shall be as provided in the Special Schedules in Appendix C of the Agreement (Attachment 1). The salary rates for classification code 2322, Instructional Faculty, Special Programs - For Credit shall be considered minimums and may be increased by the President. Range 1 (Assistant) for classifications 2322 and 2323 shall be abolished.

40.21 For each year of the Agreement, salary rates for classification codes 2322 and 2323 shall increase at a rate consistent with the overall compensation pool increase for Unit 3. For Fiscal Year 2014/15, the rate increase shall be 3%, effective July 1, 2014. In subsequent years, increases shall be effective on the dates negotiated for GSIs in Article 31 reopeners.

### Extension Courses Previously Offered as State-Support (General Fund) Courses

40.22 When employing faculty to teach Extension courses that have been previously offered on that campus through the regular state-supported (General Fund) curriculum during the last academic year, first hiring preference shall be given to qualified three-year appointed faculty who have not received work sufficient to fulfill the time base entitlement of their three-year appointment in the most recent academic year, or in the case of a mid-year extension course, in the current academic year. Qualified as used herein shall mean that the faculty

member has taught the offered course, or a substantially similar course, on the offering campus.

## ARTICLE 41

### DURATION AND IMPLEMENTATION

- 41.1 This Agreement shall be effective upon its ratification by both parties and remain in full force and effect up to and including **June 30, 2024** ~~June 30, 2017~~.
- 41.2 Written notice shall be given by either party seeking to commence negotiations on a successor contract no earlier than October 1, **2016 2023**, and no later than November 30, **2016 2023**.
- 41.3 Any term(s) of this Agreement that carries an economic cost shall not be implemented until the amount required therefore is appropriated and made available to the CSU for expenditure for such purposes. The CSU shall make appropriate requests for financing or budgetary funding in amounts sufficient to meet obligations set out in this Agreement. If less than the amount needed to implement this Agreement is appropriated in any given year of this Agreement, and made available to the CSU for expenditure, the term(s) of this Agreement shall automatically be subject to the meet and confer process. Notwithstanding this provision, Salary Re-openers shall be exclusively controlled by Articles 31.9 and 31.10.

**MEMORANDUM OF UNDERSTANDING  
PARENTAL SUPPORT WORKGROUP**

The California Faculty Association (CFA) and the California State University (CSU) agree to meet within sixty (60) days of ratification of a successor Collective Bargaining Agreement (CBA) to form a workgroup to review parental support for faculty, at the CSU and other higher education institutions, along with leave utilization and trends within the CSU. The workgroup will create a report of their findings and that report will be given to the Academic Senate, the Board of Trustees, and the Chancellor.

The workgroup may be comprised of not more than seven people from each side, unless the parties otherwise mutually agree. The workgroup should meet at least once per month, virtual preferred. The report, along with suggestions and cost estimates (if any), should be delivered to the parties above within six months of first meeting, and the Chancellor's Office shall issue a written response to the workgroup within 90 days thereafter.

The parties further agree that the CSU may increase the numbers of paid parental leave days provided in Provision 23.4 of the Collective Bargaining Agreement at any time.

For the California Faculty Association:

For the California State University:

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Kathy Sheffield  
Director of Representation and Bargaining

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Joseph J. Jelincic III  
Senior Director, Collective Bargaining

Date:

Date:

**MEMORANDUM OF UNDERSTANDING  
DEVELOPMENT OF NEW UNIT 3 CLASSIFICATIONS**

The California Faculty Association (CFA) and the California State University (CSU) agree to meet within sixty (60) days of ratification of a successor Collective Bargaining Agreement (CBA) to develop new classifications to Unit 3, as described below.

1. New classification(s) that include codes and descriptions for “additional employment and training” and “professional development” work (proposed by the CSU bargaining team on May 14, 2021) that are currently compensated within existing classifications.
2. A new instructional classification(s) for faculty who teach but may also perform service and have additional security of employment.

If a mutual agreement is reached on one or both of the above items, it/they may be implemented. Where the parties fail to reach an agreement, no change will be made.

For the California Faculty Association:

For the California State University:

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Kathy Sheffield  
Director of Representation and Bargaining

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Joseph J. Jelincic III  
Senior Director, Collective Bargaining

Date:

Date:

**MEMORANDUM OF UNDERSTANDING  
5 YEAR APPOINTMENTS**

The California Faculty Association (CFA) and the California State University (CSU) agree to meet within one hundred and eighty (180) days of ratification of a successor Collective Bargaining Agreement (CBA) to evaluate five (5) year appointments for temporary faculty members.

If the parties fail to reach an agreement, no change will be made, and the CSU will not unilaterally implement this change.

For the California Faculty Association:

For the California State University:

\_\_\_\_\_  
Kathy Sheffield  
Director of Representation and Bargaining

\_\_\_\_\_  
Joseph J. Jelincic III  
Senior Director, Collective Bargaining

Date:

Date:

Omitted in this version

## APPENDICES