

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, 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 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.