COLLECTIVE BARGAINING AGREEMENT

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

Ratified November 12, 2014
In effect until June 30, 2017

CFA Headquarters
1110 K Street
Sacramento, CA 95814
(916) 441-4848
facultyrights@calfac.org

CFA is affiliated with AAUP, CTA/NEA and SEIU
CFA is online at www.calfac.org

Dear Colleagues,

It is with pride that we present you with this copy of the new collective bargaining agreement between the California Faculty Association and California State University management.

This contract, which is effective from November 2014 through June 30, 2017, is the product of your hard work, participation and dedication to one another, the students of California, and public higher education.

This new contract, despite coming at a time when our state is only beginning to rebound from economic crisis, preserves protections our predecessors fought to secure, and also includes improvements to several key areas,.

We asked for your help in determining what mattered most as we prepared to bargain this contract. As the bargaining process proceeded, your voices called attention to the realities facing faculty on all 23 campuses challenges such as salary inversion and compression, misclassification, and unconscionable increases in demands for our work.

You advocated to lawmakers on behalf of increased funding for the CSU. You wrote letters to administrators calling for equity programs to address salary problems. You participated in rallies and events that shed light on the problems plaguing campuses. It is because of your efforts supporting the work of our bargaining team that this contract exists.

As a union, we must ensure that this contract is enforced, and continue to note and work toward improvements that could go even further to improve faculty working conditions and student learning conditions in the CSU.

We invite you to join us in working for the future of the CSU and preserving quality higher education in California. Contract your campus CFA office or visit www.calfac.org to learn more about your organization and our work in shaping the future of the California State University system.

In Unity,

The Bargaining Team and Officers of the California Faculty Association

Lois Boulgarides, David Bradfield, Leslie Bryan, Cecil Canton, Jennifer Eagan, Kristin Eldridge, Steven Filling, Kelly Janousek, Jonathan Karpf, Mark Karplus, Susan Meisenhelder, Andy Merrifield, Ed Purcell, Kathy Sheffield, Kenny Sims, Lillian Taiz, Molly Talcott, Charles Toombs, Kevin Wehr

TABLE OF CONTENTS

ARTICLE 1	RECOGNITION	1
ARTICLE 2	DEFINITIONS	2
ARTICLE 3	EFFECT OF AGREEMENT	5
ARTICLE 4	SAVINGS CLAUSE	6
ARTICLE 5	MANAGEMENT RIGHTS	7
ARTICLE 6	CFA'S RIGHTS	7
	Union Leave	9
	Release Time for Negotiations	10
ARTICLE 7	CFA SECURITY	11
ARTICLE 8	FACULTY PARTICIPATION	12
ARTICLE 9	CONCERTED ACTIVITIES	12
ARTICLE 10	GRIEVANCE PROCEDURES	13
	Definitions	13
	Grievance Forms	15
	Grievance Procedure	15
	Level I – Campus Level	15
	Faculty Hearing Panel and the Statutory Grievance Process	17
	Faculty Hearing Panel Procedures	17
	The Statutory Grievance Process	18
	Presidential Review	19
	Contractual Procedure	20
	Level II – Office of the Chancellor	20
	Arbitration	22
	Grievances Pertaining to the Appointment, Reappointment, Work Assignments or Careful Consideration per Article 12 of Temporary Faculty: Permanent Umpire	26
	Mediation	28
	General Provisions	29
	Grievance Administration	31
ARTICLE 11	PERSONNEL FILES	31

ARTICLE 12 APPOINTMENT 35
Temporary Appointments 36
Three-Year Appointments 38
Temporary Range Elevation 40
Probationary Appointments 41
Appointment at Another Campus 42
Vacancy Announcements 42
Preference for Available Temporary Work 42
Visiting Faculty 46
Dedicated Lecturer Raise Funding 47

ARTICLE 13 PROBATION AND TENURE 47
Probationary Period 47
Extensions of the Probationary Period 48
Tenure 50

ARTICLE 14 PROMOTION 51

ARTICLE 15 EVALUATION 52
General Provisions 52
Process for Student Evaluations of Teaching 55
Periodic Evaluation 56
Periodic Evaluation of Temporary Faculty Unit Employees 57
Periodic Evaluation of Probationary Faculty Unit Employees 59
Periodic Evaluation of Tenured Faculty Unit Employees 60
Performance Review 60

ARTICLE 16 NON-DISCRIMINATION 62

ARTICLE 17 TEMPORARY SUSPENSION 63

ARTICLE 18 REPRIMANDS 64

ARTICLE 19 DISCIPLINARY ACTION PROCEDURE 66
Scope of Disciplinary Action 66
Informal Resolution of Pending Disciplinary Action 66
Notice of Pending Dismissal, Demotion or Suspension Without Pay 66
Acceptance of Disciplinary Action 67

ARTICLE 19 (Continued)
Review of Pending Disciplinary Action 67
Disciplinary Action Appeal Process 68
Imposition of Sanction 72
Disciplinary Action Arbitration Procedure 72
Scheduling Arbitration Hearings 73
Arbitration Rules and Procedures 75
Pre-Sanction Suspension 77
Pre-Sanction Reassignment 77

ARTICLE 20
WORKLOAD 78
Instructional Faculty: Professional Responsibilities 78
Work Year 80
Ten (10) Month Work Year 80
Twelve (12) Month Work Year 80
Work Hours – Casual Employment 81
Substitute Assignments 81
Librarian Faculty Unit Employees: Assignment of Responsibility 81
Counselor Faculty Unit Employees: Assignment of Responsibility 82
Librarian and Counselor Faculty Unit Employee Assignments and Schedules 82
Coaching Employees: Assignment of Responsibility 84
Coaching Employees Assignments and Schedules 84
Coaching Employees Work Hours 84
Department Chair Assignments 85
Marginal Cost Funding Increase 85
Student/Faculty Ratio and Student/Tenure-Track Faculty Ratio 85
Academic Year Assignments 85
Reduction in Instructional Assignments for New Probationary Faculty 86
Assigned Time for Exceptional Levels of Service to Students 87

ARTICLE 21
SUMMER TERM EMPLOYMENT 88
Application of CSU/CFA Agreement 88
Types of Summer Term Employment 90
Appointment to Summer Term as Extra Pay 90

ARTICLE 21 (Continued)
Summer Term in Self-Support For-Credit Programs At All CSU Campuses 91
Enrollment Based Compensation 91
Compensation for Summer Term as Extra Pay at Quarter Campuses 92
Summer Term as Extra Pay at Semester Campuses With State-funded Summer Sessions Including Fee Buy-Down Semester Campuses 93
Indirect Instruction Compensation 94
Contractual Provisions Applying at All Campuses 94
Staffing in Summer Term 95
General Provisions 97
Teaching Associates 97
Additional Employment During a Summer Term 97
Summer Health Benefits Stipend 97
Humboldt State University and CSU Sacramento 98

ARTICLE 22 LEAVES OF ABSENCE WITHOUT PAY 99
Personal Leaves of Absence Without Pay 100
Professional Leaves of Absence Without Pay 103

ARTICLE 23 LEAVES OF ABSENCE WITH PAY 104
Paid Bereavement Leave 104
Parental Leave 104
Additional Flexibility 105
Jury Duty Leave 106
Leave to Vote 106
Absence as a Witness 106
Emergency Leave 107
Military Leave 108

ARTICLE 24 SICK LEAVE 108
Absences for Which Sick Leave May Be Charged 110
Supplement to Industrial Disability Leave 111
Catastrophic Leave Donation Program 112

ARTICLE 25 PROFESSIONAL DEVELOPMENT 114

ARTICLE 26 FEE WAIVER 115

ARTICLE 27 SABBATICAL LEAVES 119

ARTICLE 28 DIFFERENCE IN PAY LEAVES 124
ARTICLE 29 FACULTY EARLY RETIREMENT PROGRAM 126
ARTICLE 30 PRE-RETIREMENT REDUCTION IN TIME BASE 130
ARTICLE 31 SALARY 131
General Salary Increases 133
Salary Recovery Adjustments 133
Salary Re-openers 134
Equity Increases 134
Appeals of Equity Awards 135
Lecturer Salary Corrections 137
Service Salary Increases 138
Increases for Market 139
Department Chairpersons 140
Direct Deposit 140
ARTICLE 32 BENEFITS 140
Health Plan and Eligibility 140
CSU Benefit Plans and Eligibility 142
Dental Plans 143
Vision Care 143
Life Insurance, AD&D Plan and Disability Benefits 143
Flex Cash Program 144
Health Care Reimbursement Account 144
Dependent Care Reimbursement Program 144
403(b) Programs and Optional Retirement Plan 145
Enhanced 1959 Survivors Benefits 145
Retirement Benefits for Part-time and Seasonal and Temporary Employees 145
Recreational Facilities 146
Travel Reimbursement 146
Parking Fees 146
ARTICLE 33 HOLIDAYS 147
ARTICLE 34 VACATION 149
Vacation Credit 149
ARTICLE 35 OUTSIDE EMPLOYMENT 151

ARTICLE 36 ADDITIONAL EMPLOYMENT 152
Limitation on Additional Employment 152
Applicable Time Periods for Limitations on Additional Employment 153

ARTICLE 37 SAFETY 153

ARTICLE 38 LAYOFF 155
Determination of the Necessity to Lay Off 155
Exclusive Representative Notification and Representation 155
Unit of Layoff 156
Order of Layoff 156
Counselor Faculty Unit Employees: Order of Layoff 157
Temporary Faculty Unit Employees: Order of Layoff 157
Probationary Faculty Unit Employees: Order of Layoff 157
Tenured Faculty Unit Employees: Order of Layoff 158
Tie-Breaking in the Order of Layoff 158
Exceptions to the Order of Layoff 158
Notice of Layoff 159
Seniority of Tenured Faculty Unit Employees 160
Options in Lieu of Layoff 160
Recall Rights and Opportunities 162
Reemployment Opportunities 163
General Provisions 163

ARTICLE 39 INTELLECTUAL PROPERTY RIGHTS 166

ARTICLE 40 EXTENSION FOR-CREDIT EMPLOYMENT 168
Classifications 168
Application of Provision of the Agreement 169
Appointment 170
Evaluation 171
Assignment of Responsibility 171
Sick Leave 171
Salary 172
Extension Courses Previously Offered as State-Support (General Fund) Courses 172

ARTICLE 41 DURATION AND IMPLEMENTATION 172

	APPENDICES	174
APPENDIX A	INCLUDED CLASSIFICATIONS	175
APPENDIX B	EXCLUDED CLASSIFICATIONS	178
APPENDIX C	SALARY SCHEDULE	179
APPENDIX D	SUPERSESSION	180
APPENDIX E	INDIVIDUAL GRIEVANCE FORM	181
APPENDIX F	ELIGIBILITY CRITERIA FOR 1 YEAR AND 3 YEAR APPOINTMENTS	182
APPENDIX G	OUTSIDE EMPLOYMENT DISCLOSURE FORM	183
APPENDIX H	MEMORANDA OF UNDERSTANDING	184
	GRIEVANCE FORM	265
	INDEX	267

PREAMBLE

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 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 designee. The term "President" shall also refer to the Chancellor or his/her 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 CSUnet 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 CSUnet 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 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. A faculty unit employee's home address shall be released to CFA except when that employee officially has informed the CSU that s/he wishes 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 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.

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 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 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 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. 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 facsimile is used either to file or to respond at Level II, the 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) days after the event giving rise to the grievance, or no later than forty-two (42) 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, 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 and 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 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 the complete the discrimination complaint procedures.

10.8 Within fourteen (14) 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 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) 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 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.

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 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 shall inform the grievant and Faculty Hearing Panel Co-Chairpersons in writing of her/his 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 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 by certified mail, return receipt requested, directed to the Office of Labor Relations in the Office of the Chancellor within seven (7) days of receipt of the President's decision. 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) 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) 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) 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) days 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 is 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) 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 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.

b. 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 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 removal prior to the receipt by the parties of any of his/her 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 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.

l. 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 livelihood, but also the importance of the decision to the institution involved. The arbitrator shall not substitute his/her 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 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 her/his 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 representative to have information for the purpose of investigating a grievance, the grievant or his/her representative shall make a written request for reasonably specific information to the appropriate administrator. The grievant or his/her 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 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 Personnel Action File. A faculty unit employee shall also have the right to submit a written rebuttal to any material in his/her Personnel Action File, or scheduled for placement in his/her 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 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 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 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 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 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 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 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 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 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 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 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 position in a satisfactory manner; and absent documented serious conduct problems.

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 three-year appointment, s/he 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 her/his 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 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 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 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 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 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 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 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.

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.

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 his/her 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.

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[1] have been assigned, the work shall first be offered to qualified temporary faculty in the department who have performed satisfactorily, in the following order.

[1] **Volunteer faculty are faculty who are not receiving direct compensation from the CSU for the assigned Unit 3 work.**

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.

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 his/her 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, his/her 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 is scheduled to return to work, his/her 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 has 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 is considered for tenure.

14.3 The promotion of a tenured faculty unit employee shall normally be effective the beginning of the sixth (6^{th}) year after appointment to his/her 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 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. 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 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. 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 his/her class(es) regarding the classes to be visited and the scheduling of such visits.

Process for Student Evaluations of Teaching

15.15 Written or electronic student questionnaire evaluations shall be required for all faculty unit employees who teach. All classes taught by each faculty unit employee shall have such student 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 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 his/her 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 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 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 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.

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 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 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 his/her 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 his/her duties in a satisfactory manner, then the reasons for his/her 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 his/her 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 his/her duties in a satisfactory manner, then the reasons for his/her 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 periodic evaluation. The peer review committee chair and the appropriate administrator shall meet with the tenured faculty unit employee to discuss his/her strengths and weaknesses along with suggestions, if any, for his/her 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 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.

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.

16.2 There shall be a joint statewide committee of CFA representatives and 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) days after its commencement, whichever first occurs.

17.6 At the time a faculty member is informed that s/he is 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 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 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 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 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 files his/her 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 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 his/her 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 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 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 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 duty to mitigate damages; and/or any earnings that the employee should have received had the employee complied with his/her 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 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 his/her 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 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 his/her removal prior to the receipt by the parties of any of his/her 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 may offer his/her 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 may offer his/her 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 may offer his/her 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 may offer his/her 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 his/her duty to mitigate damages, and/or any earnings that the employee should have received had the employee complied with his/her 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 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 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 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 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 his/her 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 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.

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.

20.14 A librarian or counselor faculty unit employee shall normally be required to be on campus on his/her workdays as defined by his/her work year or work schedule pursuant to 20.13.

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 his/her 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 his/her 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 his/her 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 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).

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, 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.

Assigned time from this pool may be awarded for student mentoring, advising, and outreach, especially as these activities support underserved, first-generation, and/or underrepresented students; 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 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 pool allocated for this program in the subsequent fiscal year and shall not exceed 10% of the annual pool. Any unused funds 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 all funds allocated to them under this program. Each campus shall provide an accounting of expenditures 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, 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 1/30th 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 1/45th 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. [2]

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.[3] 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.

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 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 withdraws, or for a class cancelled by the President, pursuant to provision 21.10.

---

[2] **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.**

[3] **Salary rates for classification codes 2357 and 2457 shall be identical.**

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 1/45th 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) x (# Summer WTUs) = 1/45th 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 1/45th 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 1/45th 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[4] 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 1/30th rate" at all semester campuses.

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

(FT AY Salary Rate) x (# YRO Summer WTUs) = 1/30th 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 1/30th of the faculty member's full-time academic year salary. This rate is determined based on the Faculty member's salary rate in the preceding Spring term before YRO Summer employment. If the faculty member was not employed in the preceding Spring term, the 1/30th rate shall be calculated upon the most recent academic term in the same academic year prior to the YRO Summer term.

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 courses offered for the first time during a Summer term shall be

[4] **This classification code shall also be used for state-funded extra pay summer term work at the Bakersfield and San Bernardino campuses.**

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 was not eligible for CalPERS health benefits[5]:

a. Was employed in the immediately preceding Spring term and enrolled in CalPERS health benefits; and

[5] **Stipends are not paid to any employee who is eligible for CalPERS health benefits during these pay periods.**

b. Was appointed and worked at least six (6) WTUs during their entire Summer term employment.

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 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 health and dental benefits at his/her 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 intention to return to duty at the beginning of the academic year or no later than October 1 of his/her 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 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 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 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 female employee to take a pregnancy disability leave under Government Code Section 12945, subdivision (b)(2). If a female employee takes part or all of the maximum four (4) months of pregnancy disability leave, she may request up to twelve (12) additional weeks of family care or medical leave for

reason of the birth of her child, or due to her 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 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 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 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 spouse or partner is also a faculty unit employee, one spouse/partner may donate all or part of his/her 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 regular salary only if s/he 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 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 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 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 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 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 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 his/her 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 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 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 his/her accumulated sick leave.

24.17 The President may, when s/he 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 his/her 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 his/her 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 his/her accrued sick leave or until the faculty unit employee provides to the CSU written notification s/he 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 his/her 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. 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, his/her 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 his/her accrued vacation credits and all of his/her 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 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, 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[6].

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.

The following fees shall be fully waived:

[6] 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.

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[7].

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 for purposes that provide a benefit to the CSU, such as research, scholarly and creative activity, instructional improvement or faculty retraining.

[7] 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.

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

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.

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 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 accept additional and/or outside employment without prior approval of the President.

27.19 A faculty unit employee granted a sabbatical 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 Professional Leave Committee.

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 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 has 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 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 age 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 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.

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 his/her 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 his/her 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 desires 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 his/her 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.

c. Salary Recovery Adjustments – Increases to address salary stagnation for tenure-track faculty unit employees and long-term temporary faculty unit employees.

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 percent (7.5%) 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.

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. At the same time that the GSI is applied, 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.

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.

Equity Increases

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 was hired between Academic Years (AY) 2006-07 and 2013-14, and his/her base salary is below the SSI maximum.

b. If the individual's current rank is Associate Professor or equivalent, s/he was hired between AY 2000-01 and 2013-14, and his/her base salary is below the SSI maximum.

c. If the individual's current rank is Full Professor or equivalent, s/he was hired between AY 2000-01 and AY 2013-14, and his/her 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 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 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

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.

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 s/he has 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 Service Salary Increases shall be implemented.

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 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 serving as department chair in class codes 2481 and 2482 shall receive a minimum stipend 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.

31.28 The stipend 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 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:

Class Code	Class Title
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 – 2nd Cruise AY
0560	Maritime Vocational Lecturer IV – 2nd Cruise AY
0564	Maritime Vocational Lecturer – 2nd 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 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 his/her 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 his/her 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 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. The total cost of this DPA 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.

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 his/her 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 his/her 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 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 his/her 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 his/her 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

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.

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.

37.4 A faculty unit employee who observes or detects any 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 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 being required to work under unhealthy or unsafe conditions, s/he 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 believes in good faith that his/her present assignment presents a clear danger to his/her 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 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 his/her 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 his/her 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 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 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 his/her appropriate administrator in order to discuss his/her 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 his/her 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 his/her 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 his/her 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 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 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 was laid off, s/he 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 his/her current appointment at other CSU campuses.

38.38 A faculty unit employee undergoing layoff may apply for an employment vacancy for which s/he 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 his/her 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 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 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 his/her 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 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 was non-renewed, s/he 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, 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.

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, 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, and no later than November 30, 2016.

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.

APPENDICES

UNIT 3 – FACULTY

Included Classifications

Class Code	Classification Title
0350	CMA Continuing Education Instructor
0351	CMA Department Chair – Cruise – Academic Year
0352	CMA Department Chair Lead Maritime Vocational Instructor – Cruise
0353	CMA Department Chair Lead Maritime Vocational Instructor – Non-Cruise
0354	CMA Department Chair Maritime Vocational Instructor – Cruise – Academic Year
0355	CMA Department Chair Maritime Vocational Instructor – Non-Cruise – Academic Year
0356	CMA Instructional Faculty – Cruise – Academic Year
0357	CMA Lecturer – Cruise – Academic Year
0358	Maritime Vocational Instructor IV – Cruise – Academic Year
0359	Maritime Vocational Instructor IV – Non-Cruise – Academic Year
0360	Maritime Vocational Lecturer IV – Cruise – Academic Year
0361	Maritime Vocational Lecturer IV – Non-Cruise – Academic Year
0362	Maritime Vocational Instructor – Cruise – Academic Year
0363	Maritime Vocational Instructor – Non-Cruise – Academic Year
0364	Maritime Vocational Lecturer – Cruise – Academic Year
0365	Maritime Vocational Lecturer – Non-Cruise – Academic Year
0391	Maritime Vocational Instructor IV – 12-month
0392	Maritime Vocational Instructor – 12-month
0393	Maritime Vocational Lecturer – 12-month
0551	CMA Department Chair – 2nd Cruise – Academic Year
0552	CMA Department Chair Lead Maritime Vocational Instructor – 2nd Cruise
0554	CMA Department Chair Maritime Vocational Instructor – 2nd Cruise – Academic Year
0556	CMA Instructional Faculty – 2nd Cruise – Academic Year
0557	CMA Lecturer – 2nd Cruise – Academic Year
0558	Maritime Vocational Instructor IV – 2nd Cruise – Academic Year
0560	Maritime Vocational Lecturer IV – 2nd Cruise – Academic Year
0562	Maritime Vocational Instructor – 2nd Cruise – Academic Year
0564	Maritime Vocational Lecturer – 2nd Cruise – Academic Year
1195	Instructional Faculty, Director, Institute for Teaching and Learning
2158	Lecturer, Summer Term – Casual Employment Employee

Class Code	Classification Title
2160	Instructional Faculty, Summer Term – Casual Employment Employee
2282	Department Chair, Summer Term – Casual Employment Employee
2308	Lecturer, Statewide Nursing Program – Academic Year
2310	Instructional Faculty, Statewide Nursing Program – Academic Year
2320	Resident Director, International Programs – Academic Year
2321	Resident Director, International Programs – 12-month
2322	Instructional Faculty, Special Programs – For Credit
2323	Instructional Faculty, Extension – For Credit
2338	Counselor Trainee
2356	Substitute Instructional Faculty – Casual Employment Employee
2357	Instructional Faculty – Summer Session – Casual Employment Employee
2358	Lecturer – Academic Year
2359	Lecturer – 12-month
2360	Instructional Faculty – Academic Year
2361	Instructional Faculty – 12-month
2362	Demonstration Instructional Faculty – Casual Employment Employee
2364	Instructional Faculty, Overseas Contract Assignment
2365	Music Studio Instructional Faculty – Casual Employment Employee
2368	Instructional Faculty, Extra Quarter Assignment, QSYRO – Casual Employment Employee
2369	Lecturer, Overseas Contract Assignment – 12-month
2373	Head Coach – 12-month (except as amended in provision 1.4)
2374	Head Coach – 10-month (except as amended in provision 1.4)
2375	Head Coach – Academic Year (except as amended in provision 1.4)
2376	Coach – 12-month
2377	Coach – 10-month
2378	Coach – Academic Year
2379	Coaching Specialist – 12-month
2380	Coaching Specialist – 10-month
2381	Coaching Specialist – Academic Year
2382	Coaching Assistant – 12-month
2383	Coaching Assistant – 10-month
2384	Coaching Assistant – Academic Year
2387	Grant-Related/Specially-Funded Instructional Faculty – Academic Year
2388	Grant-Related/Specially-Funded Instructional Faculty – 12-month
2390	Instructional Faculty – Summer Quarter Assignment
2391	Visiting Faculty – 23 Month
2393	Visiting Faculty

Class Code	Classification Title
2394	Instructional Faculty, Executive Committee, Academic Senate
2395	Instructional Faculty, Chairman, Academic Senate
2399	Instructional Faculty – Academic Year
2402	Instructional Faculty – Summer Arts Program
2436	Post-Masters Counselor Intern
2437	Pre-Doctoral Counselor Intern
2457	Instructional Faculty, Summer Session - State Support
2458	Lecturer, CalState TEACH AY
2462	Vocational Instructor – Academic Year
2463	Vocational Instructor – 10-month
2464	Vocational Instructor – 12-month
2466	Vocational Instructor – Overseas Contract Assignment – 12-month
2481	Department Chair – 12-month
2482	Department Chair – Academic Year
2913	Supervising Librarian – 10-month
2914	Supervising Librarian – 12-month
2919	Librarian – 10-month
2920	Librarian – 12-month
2926	Librarian, Program Services – 10-month
2927	Librarian, Program Services – 12-month
3070	Student Services Professional, Academic-Related I – 12-month
3071	Student Services Professional, Academic-Related I – Academic Year
3072	Student Services Professional, Academic-Related II – 12-month
3073	Student Services Professional, Academic-Related II – Academic Year
3074	Student Services Professional, Academic-Related III – 12-month
3075	Student Services Professional, Academic-Related III – Academic Year
7894	Department Chair, Statewide Nursing Program – Academic Year

UNIT 3 - FACULTY
Excluded Classifications

All employees found to be managerial, supervisory, or confidential within the meaning of Government Code Section 3560, et seq., including:

Class Code	Classification Title
	Coordinator, Area and Interdisciplinary Programs
	Director, Southern California Ocean Studies Consortium
	Director, Moss Landing Marine Laboratory

Other excluded classifications:

2363	Instructional Faculty – Extension Non-Credit

Other employees excluded in accordance with Article 1, Recognition.

SALARY SCHEDULE

The Salary Schedule can be found at:

http://calstate.edu/HRAdm/SalarySchedule/salary.aspx

S U P E R S E S S I O N

PLEASE SEE ARTICLE 3 – "EFFECT OF AGREEMENT" – PAGE 5

THE CALIFORNIA STATE UNIVERSITY
INDIVIDUAL GRIEVANCE FORM
UNIT 3

A copy of the grievance form can be found at the end of this book as well as on the CFA Website at: http://www.calfac.org/resource/grievance-forms

The grievance form can also be found on the CSU Website at: http://calstate.edu/LaborRel/Contracts_HTML/CFA_CONTRACT/CFAtoc.shtml

Eligibility Criteria for One-Year (Provision 12.3) and Three-Year (Provision 12.12) Appointments

Semester Campus Rule: **Must work 2 consecutive terms in prior academic year and only first 2 consecutive terms count in establishing entitlement. Fall is first term of the year.**

Semester Campus Example:

	Academic Year #1 Work Assignment			Academic Year #2 1-year entitlement if appointed in Fall?		Does AY #1 Service Count Toward 6 Years required under 12.12?	
	Fall	Spring	Summer				
1	**9**	**6**		1	**1 year for 15 WTUs**	1	**Yes**
2	**9**	**6**	**3**	2	**1 year for 15 WTUs**	2	**Yes**
3		**6**	**3**	3	**1 year for 9 WTUs**	3	**Yes**
4	**9**			4	**no 1-year entitlement**	4	**Yes**
5		**6**		5	**no 1-year entitlement**	5	**Yes**
6			**3**	6	**no 1-year entitlement**	6	**No**

Quarter Campus Rule: **Must work 3 consecutive terms in prior academic year and only first 3 consecutive terms count in establishing entitlement. Fall is first term of the year.**

Quarter Campus Example:

	Academic Year #1 Work Assignment				Academic Year #2 1-year entitlement if appointed in Fall?		Does AY #1 Service Count Toward 6 Years required under 12.12?	
	Fall	Winter	Spring	Summer				
1	**9**	**3**	**6**		1	**1 year for 18 WTUs**	1	**Yes**
2	**9**	**3**	**6**	**3**	2	**1 year for 18 WTUs**	2	**Yes**
3		**3**	**6**	**3**	3	**1 year for 12 WTUs**	3	**Yes**
4	**9**	**3**			4	**no 1-year entitlement**	4	**Yes**
5		**3**	**6**		5	**no 1-year entitlement**	5	**Yes**
6			**6**	**3**	6	**no 1-year entitlement**	6	**Yes**
7	**9**				7	**no 1-year entitlement**	7	**No**
8				**3**	8	**no 1-year entitlement**	8	**No**

Outside Employment Disclosure Form:

This form is to be completed within 30 days of the commencement of each semester/quarter/ 3 month period as appropriate by full-time faculty to ensure compliance with Article 35 of the CSU/CFA CBA. Article 35 of the CBA requires that

> **"…**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
>
> > (i) 160 hours per semester for faculty holding academic year or 10 month appointments at a semester campus.
> > (ii) 110 hours per quarter for faculty holding academic year or 10 month appointments at a quarter campus.
> > (iii) 120 hours per 3 month period for faculty holding 12 month appointments.
>
> Written statements shall be provided to the appropriate administrator within 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."

Name: Department:

□ 12 Month Appointment □ 10 Month Appointment □ AY Appointment

	Nature of Outside Employment Held	Hours
1		
2		

Signed……. Dated……..

□ Continuation Sheet Attached

MEMORANDA OF UNDERSTANDING

Supplemental Agreements and Letters of Contractual Intent

The parties hereby agree that the following supplemental agreements and letters of contractual intent shall remain in effect for duration of this agreement or for the specific periods, if any, noted on those documents.

Date	Subjects	Page
05/16/85	Benefits for Part-Time Employees	187
07/26/85	Health Benefits for Faculty at Two Campuses	188
12/29/86	CSU Summer Arts Institute	189
01/27/87	CPEC-Related Issues…….	190
08/06/87	Status of Interpretive Agreements	192
08/17/87	FERP Vision Care and Sabbaticals for Coaches	194
08/20/87	FERP Vision Care and Sabbaticals for Coaches	195
08/27/87	CFA Attendance at BOT Meetings	196
08/27/87	CFA Access to Information for Representation	199
08/27/87	CFA Representation on Systemwide Committees	201
08/28/87	CSU AIDS Policy	203
09/03/87	Faculty Development Funding and Procedures	205
02/18/88	Faculty Participation in Public Schools	206
05/12/88	Discretionary Funds	207
08/30/88	Faculty Mentoring Program	208
03/19/91	Graduate Teaching Assistants	209
07/31/91	Forgivable Loan Program	210
08/01/91	CFA Access to Faculty Status Information	211
10/06/95	Service Salary Increase Eligibility Pursuant to Provision 31.43	213
10/16/95	Unit Modification Excluding Coaching Employees	214
10/16/95	Article 20 Changes	215
06/04/99	1998/99 Promotion Step Increases and 1999/2000 General Salary Increase	216
06/04/99	Contract Interpretation Issues	217
01/04/00	Memorandum of Understanding – Health, Dental and Vision Benefits for Domestic Partners of CSU Employees	218
05/02/02	Post Tentative Agreement Language	219
3/27/03	Letter to CFA Regarding Affirmative Action Language in Article 38	223
12/15/03	Side Letter of Agreement – Classifications	226

Supplemental Agreements and
Letters of Contractual Intent
(Continued)

12/17/03	MOU – Post-Retirement CSU Employment	227
1/6/04	Supplemental Agreement – Miscellaneous Issues	228
4/1/07	Supplemental Agreement – Negotiable Issues Regarding Campus Policy/Procedure Implementation	234
4/23/07	2010/2011 General Salary Increase	237
7/31/07	Article 31.1 Interpretation	238
8/18/10	MOU – Distribution of Equity Rollover Funds	240
9/10/12	MOU – Counselor Intern Series	246
10/3/12	MOU – Study of Instructional Faculty Workload and Educational Quality	249
6/11/14	MOU California Maritime Academy	250
10/15/14	Temporary Faculty Applying for Tenure-Track Positions	258
12/16/14	Joint Committee for Extension-For-Credit Terms of Employment	259
12/17/14	MOU – Lecturer Salary Issues	260
12/17/14	MOU – Coaches Classification Standards	261
1/6/15	MOU – Additional Employment	262

PUBLIC EMPLOYEES' RETIREMENT SYSTEM
400 "P" Street, P.O. Box 734
Sacramento, California 95814
Telephone: (916) 323-2995

May 16, 1985

Paul B. Worthman
Assistant General Manager
California Faculty Association
8939 S. Sepulveda Blvd., Suite 233
Los Angeles, CA 90045

Dear Mr. Worthman:

Reference is made to your letter May 1, 1985 concerning information regarding benefits for part-time employees.

For benefit purposes under the Public Employees' Medical and Hospital Care Act, employees of the California State University and College system (CSUC) are viewed to be State employees. This is based upon Section 2275 (I) of the Government Code which defines employer as: "the State, any contracting agency employing an employee, and any agency which has elected to become subject to this part. . . ".

So viewed CSUC employees may combine appointments to satisfy the length of appointment and half-time base requirements for eligibility for health benefits. Combined appointments must run concurrent in excess of six months, while combined time-base must equal at least half-time. As you know once the time-base falls below half-time, the employee becomes ineligible.

As for the Union and a campus or the CSUC system mutually agreeing to provide health benefits to faculty members who do not qualify for health benefits under the Public Employees' Medical and Hospital Care Act, the statutes are silent on this subject.

For that reason I suggest that you ask that question of Mac MaCarty of the Chancellor's Office.

Sincerely,

D. H. Marshall, Chief
Health Benefits Division

cc: Mac McCarty

HE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD CHICO DOMINGUEZ HILLS FRESNO FULLERTON HAYWARD HUMBOLDT
SONOMA SACRAMENTO SAN BERNARDINO SAN DIEGO SAN FRANCISCO SAN JOSE

LONG BEACH LOS ANGELES NORTHRIDGE
SAN LUIS OBISPO SONOMA STANISLAUS

OFFICE OF THE CHANCELLOR
(213) 590-5601

July 26, 1985

Mr. Edward Purcell
General Manager
California Faculty Association
8939 South Sepulveda Boulevard, Suite 233
Los Angeles, California 90045

Dear Ed:

This communication shall serve to confirm our understanding concerning eligibility for health benefits for individuals holding appointments at more than one CSU campus. The interpretation from PERS received by CFA as expressed in the May 16, 1985 letter from D.H. Marshall is appropriate and shall be implemented.

Sincerely,

Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

JMS:kmr

AAUP
CTA/NEA
CSEA/SEIU/AFL-CIO
CALIFORNIA FACULTY ASSOCIATION
8939 S. Sepulveda Boulevard, Suite 508, Los Angeles, CA 90045 • (213) 641-4430

December 29, 1986

Mr. Jacob Samit, Employee Relations
The California State University
400 Golden Shore
Long Beach, California 90802-4275

Dear Mr. Samit:

I believe that your suggestion that we convene a meeting to finalize an agreement concerning the CSU Summer Arts Institute is well taken. I cannot act with finality until outstanding questions are answered (and documents examined), and this may be best accomplished by interaction with the director of the program.

In general, these areas of agreement appear to exist:

1) CFA has no objection to the use of weekly and daily salary rates for Summer Arts Institute faculty that are appropriately derived from the rates presently appearing in the MOU.

2) Similarly, we have no objection to the appropriate use of State room, board and travel reimbursements for those who do not live physically proximate to the site of the Institute.

3) Any CSU Bargaining Unit 3 employee appointed to work at the Institute must be considered a member of the bargaining unit during the course of that employment pursuant to Article 1 and should be treated accordingly for all terms and conditions of employment specified in the MOU.

4) Non-CSU employees appointed to work at the Institute as "instructors of record" will be considered as part of the bargaining unit.

5) Non-CSU employees appointed to work at the Institute in a capacity other than "instructor of record" will not be considered part of the unit unless appointed for 60 days or more pursuant to Article 1 of the contract.

6) If agreement on specifics can be reached, said agreement should be effective with Summer Arts Institute 1987.

Please provide me with a list of possible meeting dates as soon as possible so that they may be appropriately scheduled.

Very truly yours,

Edward R. Purcell

Edward R. Purcell
General Manager

ERP/mb
xc: Ann Shadwick

CHA-86C17

THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT • LONG BEACH
SACRAMENTO • SAN BERNARDINO • SAN DIEGO • SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO
LOS ANGELES • NORTHRIDGE • POMONA
SAN MARCOS • SONOMA • STANISLAUS

OFFICE OF THE CHANCELLOR
TELEPHONE: (213) 590-5601
TELEFAX:

January 27, 1987

Mr. Edward Purcell, General Manager
California Faculty Association
8939 South Sepulveda Boulevard, Suite 520
Los Angeles, California 90045

Dear Mr. Purcell:

I believe we have reached an agreement on the subject of CPEC-related issues. Since our understandings are based on several letters and phone conversations, it might be profitable to list these points in one place.

1. CFA will be informed of the CSU's activities in collecting salary data from the comparison institutions and will be provided copies of all correspondence seeking such data at the time it is sent to those institutions.

2. CFA will be given copies of the data at the time it is received by the CSU and such data will be identified by the name of the institution. CFA may make public use of data not attributed by institutions.

3. Following collection of the raw salary data, CFA and CSU technical experts will have the opportunity to meet to analyze the data. Such meetings shall occur before any data or reports are forwarded to CPEC, and shall be held to permit the participants to understand each other's interpretation, and to explore the possibility of joint support for the presentation to CPEC.

   Should the CFA not wish to meet with the CSU technical experts, or should attempts to achieve joint support for a presentation fail, the CSU will provide the data to CPEC in accordance with the methodology approved by the Board of CPEC. Should such joint support not be possible for any reason, the CFA shall have the right to forward to CPEC, prior to the adoption of any figure describing a "salary lag" or "salary differential," its own interpretation of the numbers.

4. Nothing in this effort shall preclude either the CSU or CFA from seeking additional salary appropriations from the Legislature beyond that necessary to fund the CPEC lag figure. Nothing shall require either party to seek such additional funding, except that both parties recognize their mutual obligation to seek whatever funding is necessary to fully implement any collective bargaining agreement, regardless of what the CPEC data indicate.

5. The CSU shall notify the CFA of meetings convened by CPEC for the purpose of discussing any aspect of the salary survey process, and shall include CFA as a member of its delegation to any such meetings. CFA shall, as previously stated, receive copies of all correspondence with CPEC and with the comparison institutions related to the salary survey.

6. The provision of data in accordance with this agreement shall not prejudice the CSU's position in any appeal of the decision in unfair practice case number LA-CE-150-H, with such an appeal serving to seek a final determination of precisely what data the CSU is required to provide to CFA by statute.

7. This agreement shall be for this year only; that is, for data currently collected for possible consideration by the Governor and Legislature in connection with appropriations for the 1987/88 fiscal year. The agreement may, by mutual agreement, be continued from year to year, be altered to the parties' satisfaction, or, at the option of either party, be dropped at the end of this year.

I believe this is our agreement, on the basis of which CFA has been provided data identified by institution, and a meeting held between Paul Worthman of CFA and Thierry Koenig of the CSU. Please let me know if this is so, or if there is any question or disagreement on your part.

Sincerely,

Jacob M. Samit (5/8/91)
Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

JMS:mw

THE CALIFORNIA STATE UNIVERSIT

BAKERSFIELD CHICO DOMINGUEZ HILLS FRESNO FULLERTON HAYWARD HUMBOLDT
POMONA SACRAMENTO SAN BERNARDINO SAN DIEGO SAN FRANCISCO SAN JOSE
LONG BEACH LOS ANGELES NORTHRIDGE
SAN LUIS OBISPO SONOMA STANISLAUS

OFFICE OF THE CHANCELLOR
(213) 590-5601

August 6, 1987

Mr. Edward Purcell, General Manager
California Faculty Association
8939 South Sepulveda Boulevard, Suite 508
Los Angeles, California 90045

Dear Ed:

This letter shall serve as further response to your communication of March 20, 1987, regarding jointly agreed-upon interpretations which have developed over the past years. A recent discussion with Paul Worthman jogged my memory concerning a series of interpretations agreed upon by my predecessor, Thomas Lambre, and CFA past president, William Crist, which I believe continue to be of benefit to the parties.

These interpretations can be found in an exchange of letters between Lambre and Crist on December 8, 1983, and January 5, 1984. I believe that in bargaining we did address and resolve those issues related to sabbatical eligibility, sick leave and faculty office hours. I do, however, believe several other of these agreements ought to remain valid. Specifically, and quoting from the attachment to Lambre's letter of December 8, 1983 (attached), these are:

Workload

1. Faculty unit employees shall be provided the opportunity to volunteer for overload and substitute assignment without compensation pursuant to Article 20 (20.12 and 20.19). A form shall be available to accomplish this purpose. Note: The provision references may be outdated and incorrect.

Peer Review Committee Service

2. The department peer review committees and higher level peer committees elected pursuant to provision 15.35 shall be authorized to invite other faculty unit employees and academic administrators to serve as liaisons to the committee and participate in the deliberations of the

400 GOLDEN SHORE, LONG BEACH, CALIFORNIA 90802-4275 INFORMATION: (213) 590-55

committee. Only duly elected members of a peer review committee may vote.

3. Faculty may serve on more than one level of peer review pursuant to provision 15.35 provided that each peer review committee is considering a different questions (i.e. promotion, tenure, retention).

I again suggest that it is in the best interest of all that we obtain closure on those understandings which still pertain. Please let me know your thoughts on this matter.

Sincerely,

Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

JMS:mw

AAUP
CTA/NEA
CSEA/SEIU/AFL-CIO
CALIFORNIA FACULTY ASSOCIATION
8939 S. Sepulveda Boulevard, Suite 508, Los Angeles, CA 90045 • (213) 641-4430

August 17, 1987

Jacob Samit
Assistant Vice-Chancellor
Employee Relations
The California State University
400 Golden Shore
Long Beach, California 90802-4275

Dear Jack:

This will confirm our several conversations concerning two clarifications of language appearing in the new collective bargaining language:

1. FERP employees will be made eligible for vision care insurance as of January 1, 1988. (I would appreciate some paper work on this issue from you such as a notice to campuses about enrollment.)

2. The modified eligibility language for sabbatical leaves in Article 27.2 was not intended to apply to athletic coaches.

If you have any questions, please contact me.

Very truly yours,

Edward R. Purcell

Edward R. Purcell
General Manager

ERP:vu

cc: Paul Worthman

CHA87804

THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD · CHICO · DOMINGUEZ HILLS · FRESNO · FULLERTON · HAYWARD · HUMBOLDT
LA MONA · SACRAMENTO · SAN BERNARDINO · SAN DIEGO · SAN FRANCISCO · SAN JOSE
LONG BEACH · LOS ANGELES · NORTHRIDGE
SAN LUIS OBISPO · SONOMA · STANISLAUS

OFFICE OF THE CHANCELLOR
(213) 590- 5601

August 20, 1987

Mr. Edward Purcell, General Manager
California Faculty Association
8939 South Sepulveda Boulevard, Suite 508
Los Angeles, California 90045

Dear Ed:

Thank you for the letter about the eligibility of coaches for sabbatical leaves. Enclosed is the Technical Letter which was sent out to implement the vision care insurance both for the FERP participants and for lecturers. In both cases, since these people are not on the payroll all year, the insurance will be arranged for through a one-time payment during the period when they are on the payroll.

FERP participants should be signing up during January; as you will note, the forms must be in to the Controller by February 10 in order to have the insurance effective March 1.

Sincerely,

Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

JMS:mw

Enclosure

400 GOLDEN SHORE, LONG BEACH, CALIFORNIA 90802-4275 INFORMATION: (213) 590-5506

August 27, 1987

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of The California State University ("CSU").

1. CSU agrees that as soon as the agenda for future meetings of its Board of Trustees (Board) is ready and being distributed to the Trustees, CSU will give CFA notice thereof by telephone. CFA, upon receipt of such notice, shall have the right to require CSU to deliver a copy of said agenda to CFA forthwith by express mail or make arrangements with CSU for CFA to have a copy of said agenda to promptly be picked up by CFA at CSU's Chancellor's Office.

2. In instances where CFA receives a meeting agenda or notice 48 hours in advance of a scheduled meeting, CFA agrees that it will provide CSU with written notice delivered to CSU not less than 48 hours in advance of the Board meeting to be held in accordance with said agenda, of (a) the topic(s) on which CFA seeks to address the Board and (b) the names of the CFA representative(s) who are seeking to address the Board on such topic(s). As used in this Agreement, all references to meetings of the Board of Trustees, or Board, shall be deemed to include meetings of the Board, plenary sessions of the Board, meetings of the Board as a Committee of the Whole and meetings of any of the standing committees established by the Board. This Agreement shall not be applicable to any of said meetings which are closed to the public.

3. Provided any matters affecting conditions of employment of employees represented by CFA are contained in said agenda, CSU agrees to arrange released time for up to three CFA representatives specified in the notice set forth in paragraph 2 above and will allow said representatives to address the Board on such matters. Such released time will be granted for the full two-day period of the Trustees' regular meeting. CSU agrees, for the purposes of this paragraph 3 only, that it will liberally construe the term "matters affecting conditions of employment," and that the term is to be given a broader construction by CSU than the term "scope of representation." Such construction shall not be evidence of CSU's interpretation of either of those terms for any other purpose.

   CSU shall not be obligated to grant released time if no matters which affect the conditions of employment of CSU employees represented by CFA are scheduled for consideration on said agenda. In this case, the rights and the number of CFA speaker(s) to address the Board shall be governed by Article X of the Rules of Procedure of the

Board of Trustees of The California State University, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.

4. CFA agrees to exercise both its statutory right and its right under Exhibit "A" to address CSU's Board in a manner consistent with the timely and orderly conduct of Board meetings and subject to reasonable parliamentary rules which the Board may from time to time establish.

5. The parties agree that CFA's speaking rights will not be used by either party to serve as a substitute for or to circumvent its statutory obligation to engage in collective bargaining.

6. If a dispute arises between the parties concerning this Agreement, the parties agree to meet in good faith and discuss said dispute prior to instituting arbitration. If the dispute cannot be amicably resolved by the parties, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The expedited arbitration procedures of the AAA shall be used whenever a speaking right can be resolved by arbitration prior to final action by the Board on the issue involved.

   It is expressly understood and agreed by the parties that the arbitrator's jurisdiction shall be limited to the interpretation and enforcement of this Agreement. The arbitrator shall have no jurisdiction to make a binding interpretation of, or to enforce, any provision of HEERA.

7. This Agreement, unless modified by agreement of the parties, shall remain in effect while CFA is the exclusive representative of Unit 3.

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

By _____ (7/31/91)
Name PAUL B. WORTHMAN
Title Associate General Manager

CALIFORNIA STATE UNIVERSITY

By _____ (7/31/91)
Name JACOB M. SAMIT
Title Assistant Vice Chancellor
Employee Relations

Exhibit A

The Board of Trustees approved the following resolution:

THE RULES OF PROCEDURE OF THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

ARTICLE X — RECOGNITION OF OUTSIDE SPEAKERS

Members of the public shall have the right to address the Board on items which are within the jurisdiction of the Board with proper notice. Individuals or organizational spokespersons wishing to appear before a committee of the Board or before the Board during a plenary session shall provide written notice stating the time necessary for the presentation and the reason for a personal appearance. Such notice would have to be received by the Secretariat of the Trustees no later than the last working day preceding the regularly scheduled meeting of the Committee or two working days preceding the regularly scheduled meeting of the Board at which permission is sought to make such presentations. The Chair of the Committee or the Chair of the Board will inform the Committee or Board of the Chair's decision regarding any restrictions on the presentations, such as the time limit or number of speakers. Should a member of the Committee or of the Board disagree with the Chair's restrictions, that Trustee may introduce a motion reversing or amending the Chair's decision. The motion shall require a second, be debatable, be amendable, and take a majority to pass.

Individuals or organizational spokespersons wishing to appear before a committee or before the Board during a plenary session without submitting a written notice prior to the meeting may seek recognition by the Chair during the Committee or Board meeting. Should the Chair decide not to recognize the person seeking the floor, the Chair will announce his/her decision and then would be subject to a motion to appeal the decision of the Chair. Such a motion shall require a second and take a majority vote of the members of the Committee or Board present and voting.

Spokespersons for CSU constituencies (Alumni Council, California State Student Association, and the Academic Senate CSU) shall not be subject to this policy.

August 27, 1987

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of The California State University ("CSU").

1. CSU recognizes that CFA, in the course of exercising its responsibilities and rights as the exclusive representative of its bargaining unit employees, will need access to various CSU records and information relevant to CFA's responsibilities to represent members of the bargaining unit. CSU agrees to comply with provisions of the Public Records Act (Government Code Section 6250 et seq.) and HEERA which provide CFA with rights of access to many CSU records and information. CFA recognizes that CSU may not be required to provide access to some records and information for various legal and practical concerns, e.g. privacy, privilege, confidentiality irrelevance, undue burden, and lack of information.

2. On occasion, disputes have arisen between the parties regarding CSU's records and information access policy and procedures which should be followed with respect to CFA records and information requests. In order to clarify and improve the procedures for records and information access, CFA and CSU agree to follow the procedures described in Paragraph 3 of this Agreement.

3. In order to promote better communications, requests for records and information by CFA will normally be made to a representative of the Employee Relations Department of the Chancellor's Office. CFA will indicate in each request whether the request is made pursuant to HEERA or the Public Records Act. CSU may ask for a meeting to discuss CFA's request. When asked by CSU to discuss the request, CFA agrees to meet with CSU. CFA will explain to CSU the type of records and information it is requesting and the purpose of the request. CSU will discuss what it will be able to provide. CFA and CSU will try to come to agreement on a satisfactory response by CSU to CFA's request.

4. If the parties are unable to amicably resolve any dispute arising hereunder, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. In any arbitration proceeding, the arbitrator may decide any and all issues related to the appropriateness of CFA's information request and CSU's

response. This process is intended to be the sole recourse by the parties to resolve disputes under this agreement.

5. This Agreement shall apply to all requests for records and information made by CFA.

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

By Paul B Worthman (7/31/91)
Name PAUL B. WORTHMAN
Title Associate General Manager

CALIFORNIA STATE UNIVERSITY

By: Jacob M Samit (7/31/91)
Name JACOB M. SAMIT
Title Assistant Vice Chancellor
Employee Relations

August 27, 1987

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of the California State University ("CSU").

NOW THEREFORE, the parties agree as follows:

1. Whenever the CSU creates a systemwide committee which deals with matters affecting conditions of employment of employees represented by CFA, and invites a member or members of CFA's bargaining unit to sit on the committee, the CSU shall, at the request of CFA, invite an additional member of the bargaining unit selected by CFA, to sit on such committee.

2. CSU shall promptly notify CFA of all systemwide committees which it establishes which include a member of the bargaining unit.

3. For the purposes of this Agreement "member of the bargaining unit" includes unit members who serve on committees as a result of their positions in the Academic Senates of the CSU. This Agreement shall not however apply to committees established by the Academic Senate, rather than by CSU management, or to committees consisting solely of CSU management or other non-CFA bargaining unit members.

4. CFA shall bear the cost connected with any unit member it designates to participate as a member of such committees, except that CSU shall excuse such designees from work assignments, without a loss of compensation in order to attend the meetings, in the same manner as for its appointees. CFA shall be responsible for all travel and accommodation expenses of its designees.

5. If a dispute arises under this Agreement, the parties agree to meet and discuss the issues, prior to resorting to arbitration. If the dispute cannot be amicably resolved by the parties, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. It is expressly understood and

agreed by the parties that the arbitrator's jurisdiction shall be limited to the interpretation and enforcement of this Agreement. The arbitrator shall have no jurisdiction to make a binding interpretation of, or to enforce, any provision of HEERA.

6. This Agreement shall continue for the life of the current Agreement between CFA and CSU.

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

By: _____ (8/07/91)
Name PAUL B. WORTHMAN
Title Associate General Manager

CALIFORNIA STATE UNIVERSITY

By: _____ (8-7-91)
Name JACOB M. SAMIT
Title Assistant Vice Chancellor
Employee Relations

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made and executed between California Faculty Association ("CFA") and the Trustees of the California State University ("CSU").

RECITALS

1. On or about September 22, 1986, CFA filed with the Public Employment Relations Board ("PERB") an unfair practice charge in case no. LA-CE-169-H, alleging commission by the CSU of various violations of the Higher Education Employer-Employee Relations Act. On or about January 14, 1987, PERB's general counsel issued a complaint in case no. LA-CE-169-H.

2. The parties to this Agreement are now desirous of settling, resolving, and fully and finally disposing of all claims in controversy between them which arise from the unfair practice proceeding in PERB case no. LA-CE-169-H.

NOW THEREFORE, the parties agree as follows:

1. CSU hereby acknowledges that it unilaterally adopted and is in the process of implementing a policy and guidelines to deal with victims of Acquired Immune Deficiency Syndrome ("AIDS"). A copy of said policy and guidelines ("Policy") is incorporated herein by this reference. CSU further acknowledges that it has an obligation to bargain with CFA regarding the Policy insofar as it affects or impacts upon the terms and conditions of employment of faculty unit employees.

2. CSU agrees that it should have bargained with CFA prior to the implementation of the Policy insofar as it affects or impacts upon the terms and conditions of employment of faculty unit employees.

3. CSU further agrees that its campuses and any committees established by the campuses will not be allowed to establish any policies or procedures to implement the Policy which impact or affect the terms and conditions of employment of faculty unit employees, until the bargaining obligation set forth in Paragraph 1 above has been fulfilled by CSU.

4. In consideration of the foregoing, CFA agrees to withdraw and have dismissed its complaint in PERB case no. LA-CE-169-H.

5. The parties shall bear their own costs and attorneys' fees incurred until the date on which this Agreement is fully executed. If a dispute arises thereafter concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to an award of costs and reasonable attorneys' fees. In the event of such a dispute, this Agreement shall be enforceable by binding arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall be the sole and exclusive forum for the resolution of any such dispute.

6. If CFA contends that CSU or any of its campuses have breached this agreement, CFA shall give CSU written notice of any such alleged breach. Said written notice shall be addressed by CFA to CSU's Vice Chancellor-Faculty Staff Relations, with a copy to CSU's Vice Chancellor and General Counsel, and shall contain a brief description of the material facts relating thereto. CSU shall have a period of 30 working days from the date of receipt of the written notice to correct or adjust any such alleged breach in order to comply with this agreement before arbitration proceedings may be instituted by CFA pursuant to paragraph 5 hereof.

Dated: 8/28/87

CALIFORNIA FACULTY ASSOCIATION

By Edward M Purcell
EDWARD PURCELL
General Manager

Dated: 8/28/87

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY

By Jacob M Samit
Jacob M. SAMIT
Assistant Vice Chancellor,
Employee Relations

APPROVED AS TO FORM:

William D. Wright
for MAYER CHAPMAN
Vice Chancellor and General Counsel

MEMORANDUM OF UNDERSTANDING

The California Faculty Association and The California State University hereby agree that in the event that funds continue to be appropriated and made available to the CSU for faculty professional development for research, scholarship and creative activity in support of the undergraduate and graduate instructional mission of the CSU, the following procedures shall continue to be implemented:

1. In the event that funds are appropriated and made available to the CSU, the university hereby agrees that said funds shall be allocated to the campuses on an FTEF basis.

2. A systemwide committee will develop a systemwide policy framework for the distribution of such funds.

3. In the event that such funds are made available, the faculty-administrative committee created on each campus that will continue to review, and revise if necessary, a campus plan that provides for the allocation of funds to individual faculty based upon the review of proposals tailored to meet the needs of faculty on that particular campus, consistent with the statewide policy framework.

4. The funds shall be available for the following programs:

   a. mini-grants up to $5,000 for scholarly research;

   b. summer fellowships for one or two months;

   c. semester or quarter leaves with pay.

5. In the event that all or part of the above-referenced funds are made available, they shall be divided equally among the programs enumerated in section 4 or as otherwise decided by the systemwide committee.

Paul B. Worthman (8/7/91)
Paul B. Worthman
Associate General Manager
California Faculty Association

Date: Sept 3, 1987

Jacob M. Samit (8/7/91)
Jacob M. Samit
Assistant Vice Chancellor, ER
The Calif. State University

Date: Sept 3, 1987

0215S

Memorandum of Understanding

The California State University and the California Faculty Association hereby reach the following agreement regarding faculty participation in public schools pursuant to SB 813:

1. Given the action of the California Commission on Teacher Credentialing to amend Title 5, California Administrative Code, sections 80674, 80674.1-80674.7, the amount of time a CSU faculty member is obligated to devote to participation in public schools is reduced from 45 hours to 30 hours.

2. ~~In recognition of the above reduction in the number of hours required for this activity, the faculty workload credit as measured in Weighted Teaching Units (WTUs) shall be changed from 3.0 WTUs to 2.0 WTUs.~~ (10-4-95)

3. It is understood that this required activity is not assigned in addition to, but rather is part of, that portion of the normal workload as described in the agreement between the parties which is assigned as instruction.

4. ~~It is also understood that, given the effective date of this agreement, universities may continue the requirement of 45 hours of participation for 3 WTUs of credit for the remainder of the 1987/88 academic year, if in their consideration a change at this time would be disruptive to the program of the university.~~ (10-4-95)

5. 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 above-referenced statutory changes.

6. Disputes arising over the interpretation or implementation of this memorandum shall be subject to Article 10 of the agreement between the parties.

For the CSU:

Jacob M. Samit
Assistant Vice Chancellor
Employee Relations

Date: 2/19/88

For the CFA:

Edward R. Purcell
Associate General Manager

Date: 2/18/88

Memorandum of Understanding

Subject: Discretionary Funds

With regard to that portion of available lottery funds to be distributed to the campuses for use at discretion of each University (Discretionary Funds), The California State University recognizes its obligation to negotiate the impact, if any, on terms and conditions of employment of members of bargaining unit 3 of any programs or activities established with such funds. Such negotiations are to be between the parties at the systemwide level.

For the California State University

Jacob M. Samit

Dated: 5-12-88

For the California Faculty Association

Paul B. Worthman

Dated: 5-12-88

Proposal for Memorandum of Understanding from
The California State University

Subject: Faculty Mentoring Program

It is understood and agreed between the parties that:

1. Faculty shall be given the opportunity to volunteer for participation in the program. This shall be effective on those campuses where the program is offered and volunteering does not carry any assurance of participation.

2. ~~Faculty who will participate in the program shall receive 1 Weighted Teaching Unit for every three (3) students assigned to them for Mentoring. This credit shall be a part of and not in addition to that portion of the total workload assigned to instruction.~~ (10-4-95)

3. As a part of the normal workload of participating faculty, mentoring activities shall be properly evaluated and given appropriate recognition in any Performance Review or Periodic Evaluation.

4. Faculty participating in the program shall receive appropriate training at the beginning of the academic year. Such training shall be conducted on days within the established academic calendar for that campus.

For the California State University

Jacob M. Samit

Dated: 8/30/88

For the California Faculty Association

Paul B. Worthman

Dated: 8/29/88

Memorandum of Understanding

The California State University and the California Faculty Association agree that they will immediately submit a joint petition to the California PERB seeking the exclusion from bargaining Unit 3 of all temporary faculty whose employment is solely and exclusively dependent upon their status as degree seeking graduate students in the department in which they are employed. One basis of the request shall be the fact that such persons involvement with the university is primarily as a student rather than as an employee.

It is intended that the decision to use graduate students to perform instruction, and the portion of instruction performed by such persons, be decisions based upon the needs of the program and the stated mission of the univeristy. The California Faculty Association agrees that should it believe that graduate students are being used in an inappropriate manner, the California Faculty Association will seek resolution of the issue by a meeting of the parties to discuss administrative action prior to taking action through other agencies or forums.

For The California State University

3/19/91
Date

For the California Faculty Association

3/15/91
Date

Memorandum of Understanding

Subject: Forgivable Loan Program

It is understood and agreed between the parties that effective beginning in academic year 1991/92, at least 25% of the awards of loans to participate in the Forgivable Loan/Doctoral Incentive Program shall be made to qualified individuals currently serving within bargaining unit 3, or who have served in such positions within the two year period immediately preceding the effective date of the award. It is the parties intent that full consideration be given to bargaining unit members for awards, consistent with the overall objectives of the Program.

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 above-referenced program.

For the California State University

Jacob M. Samit

Dated: 7/31/91

For the California Faculty Association

Paul B. Wortman

Dated: 7/31/91

REVISED SETTLEMENT AGREEMENT ON CFA ACCESS TO FACULTY PERSONNEL RECORDS FOR FACULTY STATUS ARBITRATION CASES

In settlement of the Unfair Practice Charge LA-CE-172-H, the California Faculty Association (hereafter CFA or Union) and the California State University (hereafter University or CSU) agreed on procedures for access to relevant academic personnel records in faculty status arbitration cases in March 1987. This agreement, based on the experience of the parties, revises and is a substitute agreement on this subject as follows:

1. The University and the CFA recognize that in pending arbitration cases concerning appointment, reappointment, promotion or tenure, the California Faculty Association may request, and the arbitrator may issue, a subpoena duces tecum for documents from personnel records of other similarly situated faculty from the same campus who have recently been reviewed for these personnel actions.

2. The documents requested will ordinarily be student evaluation scores and/or the vitas and/or the indices to the Working Personnel Action Files of the similarly situated faculty for the review cycle in question and the prior academic year review cycle.

3. The CFA request for subpoena will state that CFA will accept the documents with the names of the individual faculty deleted.

4. The CSU hereby agrees that it normally will comply with subpoena duces tecum issued by arbitrators in personnel cases described herein by providing access to the requested material to the Union within six (6) working days of receipt of the subpoena, and the opportunity to have selected records duplicated with no charge to the Union.

5. CFA agrees to endeavor to request such subpoenas no less than three (3) weeks prior to the scheduled arbitration hearing date.

6. CFA recognizes that CSU may notify faculty from whose personnel files material has been provided that copies of such material has been made available to a CFA representative, with or without the names deleted, pursuant to a subpoena from an arbitrator.

7. In cases in which a timely subpoena is issued by the arbitrator and the CSU fails to deliver the material subpoenaed within six (6) working days, without CFA's mutual agreement to extend the delivery date, or CSU challenges the issuance of a subpoena duces tecum for documents described herein, and the scheduled arbitration hearing is thereby continued due to the failure of CSU to provide the documents prior to the hearing date, the CSU shall bear all the costs associated with the postponement of the case to a later date.

8. CFA recognizes that the personnel records to which it is being provided access in the faculty status arbitration process are personal records to be handled as confidential. Use of the records by CFA is limited to the grievance procedure for which access is provided under the arbitrator's subpoena.

9. The provisions of this agreement notwithstanding, CFA reserves the right to request subpoenas for documents other than those described herein, and the CSU reserves its right to challenge the issuance of such subpoenas.

10. In cases concerning denial of promotion based on lack of available funds, where CFA requests information concerning the lack of available funds, the CSU will comply with all applicable laws, including but not limited to the Higher Education Employer-Employee Relations Act, the Public Records Act, the Information Practices Act, concerning disclosure of information to CFA.

Date: August 1, 1991

CALIFORNIA FACULTY ASSOCIATION

BY _____

CALIFORNIA STATE UNIVERSITY

BY _____

0452K

THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT • LONG BEACH
SACRAMENTO • SAN BERNARDINO • SAN DIEGO • SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO

LOS ANGELES • NORTHRIDGE • POMONA
SAN MARCOS • SONOMA • STANISLAUS

OFFICE OF THE CHANCELLOR
TELEPHONE: (310) 985-0000

TELEFAX: (310) 985-2504

October 6, 1995

Mr. Gerie Bledsoe
General Manager
California Faculty Association
5933 West Century Blvd., Suite 216
Los Angeles, California 90045-5471

Dear Gerie:

Re: **Service Salary Increase Eligibility Pursuant to Provision 31.43**

This letter serves to document our understanding regarding the most recent change to provision 31.43 of the Agreement between the parties, which establishes service increase maxima for each instructional rank, beyond which movement may occur only through the award of performance pay increases.

First, the intent of this change is that the faculty that are eligible for Service Salary Increases under the new contract are limited to those faculty who were eligible for MSAs under the expiring Agreement. There was no intent to grant Service Salary Increase eligibility to faculty who were not eligible for an MSA under the expiring Agreement. Second, these Service Salary Increase maxima are also applicable to all other analogous unit 3 salary schedules, like those for DMD and lecturer faculty.

Please contact me if this does not accurately reflect our understanding.

Sincerely,

Samuel A. Strafaci
Senior Director
Employee Relations

Memorandum of Understanding
Unit Modification Excluding Coaching Employees

The undersigned parties agree they will jointly file with the Public Employment Relations Board a petition in accordance with PERB regulation 32781. (b) (1) and (4) to delete from the Faculty Bargaining Unit: All Head Coaches in classifications 2373, 2374, or 2375, who supervise two or more full-time faculty unit employees. The petition will be filed with the PERB within 30 days of the ratification by both parties of a new Faculty Agreement. The petition will indicate the requested deletions are for, but not limited to, the following reasons:

The Head Coaches occupying the deleted positions do not share a community of interest with other coaches in the bargaining unit because:

- Their salaries are individually negotiated and are not the same as salaries which are paid other coaching faculty as reflected in Appendix C of the Faculty Contract. There are several different funding sources for these salaries.

- The conditions of their appointments differ significantly from those of other members of the bargaining unit.

- Their work functions are separate and unrelated to most other members of the unit; they have little or no interaction with other members of the bargaining unit, except for those they supervise.

These positions must also be excluded from the Unit because they are supervisory and therefor are prohibited by statute from inclusion in the Unit.

- Head Coaches in these positions supervise the work of other employees in the bargaining Unit. In this regard they effectively recommend the hiring of other coaching faculty and staff. They evaluate employees, and effectively recommend salary increases, disciplinary action and termination.

For the California State University

Date: 10/16/95

For the California Faculty Association

Date: 10/16/95

Memorandum of Understanding
Article 20 Changes

The changes in article 20 of the Agreement were undertaken primarily for two reasons. First, to allow for the more accurate representation and presentation of faculty responsibilities; and second; to encourage universities, colleges/schools and departments to plan their curricular, staffing and professional development needs.

The changes were not undertaken for the purpose of either (a) changing current appointment practices on campuses, or (b) having faculty exceed the previous contractual workload requirements. In fact, the parties have agreed in provision 20.3 to continue measuring what constitutes unreasonable or excessive workload assignments by considering the past practices of the University, including the calculation of Weighted Teaching Units in prior years pursuant to EP&R 76-36.

Further, the parties have agreed to continue reporting faculty workload in accordance with EP&R 76-36 for the purpose of review by the Faculty Workload Review Committee, which shall assess the ramifications of the contract's changes in Article 20. That document is not intended to unreasonably constrain how each campus constructs its faculty workload in its attempt to meet its FTES enrollment obligation, while promoting the various professional responsibilities identified in Article 20. It in the intention of the parties that teaching continue to be the primary responsibility of faculty.

For the California State University

Date: 10/16/95

For the California Faculty Association

Date: 10/16/95

Memorandum of Understanding
FY 1998/99 Promotion Step Increases & FY 1999/2000 General Salary Increase

The parties agree that the requirement of provision 31.4 to provide a three-step salary increase (7.5%) at the time of promotion shall become effective beginning with all promotions which shall be effective in fiscal year 1998/99.

Further, the parties agree that the general salary increase in fiscal year 1999/2000 as provided in provision 31.50 shall be changed to 3.56%.

For the California State University

Date: 6/4/98

For the California Faculty Association

Date: June 4, 1997

Memorandum of Understanding
Contract Interpretation Issues

The parties hereby agree to the following regarding the interpretation and application of the new collective bargaining Agreement:

1. For the Faculty Merit Increase program in fiscal year 1998/99, faculty unit employees may either rely upon the Faculty Activity Report (FAR) submitted in the Spring 1999, or submit a new or revised FAR by the adjusted deadline of October 1, 1999.

2. There shall be no prohibition against the retention of a faculty unit employee's Faculty Activity Report for a period of three (3) years outside the personnel action file.

3. CSU campuses may require faculty unit employees to submit professional development plans to either their department chair or appropriate administrator.

4. Notwithstanding the continuation of the specific steps in Appendix C of the Agreement, the parties agree that the award of step increases for promotion, range elevation, service salary step increase, etc. will result in the placement of faculty unit employees between steps on the salary schedule if the faculty unit employee's salary was between steps on the schedule prior to these and other similar adjustments.

For the California State University

Date: 6/4/99

For the California Faculty Association

Date: June 4, 1999

Memorandum of Understanding
Health, Dental and Vision Benefits for
Domestic Partners of CSU Employees

Assembly Bill 26, as adopted by the CSU Board of Trustees provides for the negotiation of health benefits administered by the California Public Employees Retirement System to the domestic partners of employees of the California State University.

Effective January 1, 2000, the parties agree to extend health, dental and vision benefits to the domestic partners, as defined pursuant to Assembly Bill 26 of eligible employees in the CSU bargaining units. The parties further agree that the registration of domestic partners of represented CSU employees, and all other procedures and conditions required to receive health benefits, as currently set forth in PERS Circular Letter 600-18, shall also apply to the receipt of dental and vision benefits.

It is further understood and agreed that the parties to this agreement do not intend to waive, and do not waive, their individual and/or collective rights to challenge, including in a court of competent jurisdiction, the propriety and/or legality of PERS regulations as set forth in PERS Circular Letter 600-18. If said PERS regulations are revised, Circular Letter 600-18 regulations as amended will control the implementation of health, dental and vision benefits for the domestic partners of represented CSU eligible employees. Any such changes involving mandatory bargaining subjects under HEERA shall be subject to negotiation upon 30 day notice by a party to this agreement.

Signed the 4th of January 2000, in Long Beach, California.

For the California State University

Samuel Strafaci
Senior Director
Employee Relations

For the California Faculty Association

Susan Meisenhelder
President

THE CALIFORNIA STATE UNIVERSITY
BAKERSFIELD • CHANNEL ISLANDS • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT
LONG BEACH • LOS ANGELES • MARITIME ACADEMY • MONTEREY BAY • NORTHRIDGE • POMONA • SACRAMENTO
SAN BERNARDINO • SAN DIEGO • SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO • SAN MARCOS • SONOMA • STANISLAUS

JACKIE R. MCCLAIN
VICE CHANCELLOR
HUMAN RESOURCES

MEMORANDUM

Date: May 2, 2002

To: CSU Presidents

From: Jackie R. McClain
Vice Chancellor
Human Resources

Re: CFA Tentative Agreement

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

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

JRMcC:jj

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

401 Golden Shore, Long Beach, California 90802 • Phone (562) 951-4455 • Fax (562) 951-4890 • jmcclain@calstate.edu

Lecturer Health Care Eligibility

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

Parking Fees

1. The Parties agree that faculty will not be required to pay parking fees in excess of those applicable as of June 30, 2001 during the 2001-2002, 2002-2003 contract years.

2. As part of the reopened negotiations for salaries and benefits to be effective July 1, 2003, the Parties further agree that either party may propose parking fee increases or decreases to be effective July 1, 2003.

3. If parking fee changes as referenced in paragraph 2 are brought forward, said proposals may entail specific fee modifications for individual campuses in amounts thought appropriate for each campus.

Annual Faculty Activity Reports

1. Notwithstanding the agreement of the Parties to eliminate Faculty Activity Reports (FARs) as part of the elimination of the Faculty Merit Increase (FMI) program, it is understood that certain CSU campuses, or schools/colleges within campuses, had pre-existing annual reporting requirements for faculty.

2. It is agreed that such pre-existing annual report programs may be continued if documented.

3. The Parties further agree that should any campus desire to implement a new annual report program, or expand an existing reporting program, CSU will provide official notice to CFA. New/expanded reporting programs will not be implemented without the mutual agreement of the Parties.

Department Chairs

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

Article 12 Language Changes to Agreement

Revised provision 12.22a:

Each department or equivalent unit shall elect a peer review committee of tenured employees for the purpose of reviewing and recommending individuals for probationary appointments. At the discretion of the president and upon request of the department these peer review committees may also include probationary employees.

New provisions:

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

Article 31 Language Changes to Agreement

Revised provision 31.20:

~~The decision to grant or deny a Service Salary Step Increase to a bargaining unit member during fiscal years 1999/2000 and 2000/01 shall not be subject to the grievance procedure as provided in Article 10 of the Agreement, but shall be subject to the Service Salary Increase Appeals Process of this Article.~~ The determination of a faculty member's anniversary date, has not changed as a result of the negotiations resulting in the current Agreement.

Preference for Work Disagreements

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

THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD • CHANNEL ISLANDS • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT
LONG BEACH • LOS ANGELES • MARITIME ACADEMY • MONTEREY BAY • NORTHRIDGE • POMONA • SACRAMENTO • SAN BERNARDINO • SAN DIEGO •
SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO • SAN MARCOS • SONOMA • STANISLAUS

OFFICE OF THE CHANCELLOR
SAMUEL A. STRAFACI
ASSISTANT VICE CHANCELLOR
HUMAN RESOURCES (562) 951-4400

FAX (562) 951-4890

March 27, 2003

Dr. Susan Meisenhelder
President
California Faculty Association
400 Capitol Mall, Suite 1950
Sacramento, CA 95814

Re: Affirmative Action Language In Article 38

Dear Dr. Meisenhelder:

The California State University (CSU) must invoke the Savings Clause Provisions (4.1 and 4.2) of Article 4 for three separate provisions of the May 14, 2002 to June 30, 2004 contract between the parties.

Provisions 4.1 and 4.2 state the following:

4.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions to this Agreement will continue in full force and effect.

4.2. No later than sixty (60) days after a request by either party to meet and confer, negotiations regarding a substitute provisions(s) for the invalidated provision(s) shall commence.

As you know, Proposition 209 prohibits the state, local governments, districts, public universities, colleges, and schools, and other government instrumentalities from discriminating against or giving preferential treatment to any individual or group in public employment, public education, or public contracting on the basis of race, sex, color, ethnicity, or national origin.

401 GOLDEN SHORE • FOURTH FLOOR • LONG BEACH, CA 90802-4210

This proposition renders illegal provisions of the parties' current agreement pertaining to affirmative action and preferences in the order of lay-off, and therefore the CSU must invoke the Savings Clause for these provisions.

Specifically the following provisions are affected:

38.13 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.

38.14 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 points earned.

38.17 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.

Proposition 209 renders Provisions 38.13(b), 38.14(b) and 38.17(a) unenforceable.

If you would like to meet and confer over these issues in accordance with provision 4.2 of the parties agreement, please contact me within sixty (60) days to arrange for such a meeting. If you have any questions, please contact me at 562-951-4400.

Sincerely,

Samuel A. Strafaci
Assistant Vice Chancellor
Human Resources

cc: Jackie R. McClain
Cordelia Ontiveros
Maria Santos
Christine Helwick
CSU Presidents
AVPs/Deans of Faculty

Side Letter of Agreement
Classifications

The parties agree that the salary maximum for the Demonstration Instructional Faculty classification (class code 2362) shall be increased to $125 per demonstration.

Furthermore, per the attached revised classification standards and salary schedule, the parties agree that the salary differential for the Grant-Related/Specially-Funded Instructional Faculty classifications (class code 2387 and 2388) shall be 5% to 35% above their corresponding salary as an instructional faculty member. In addition, the CSU agrees not to employ systemwide more than one hundred (100) faculty unit employees in these classifications at any one point in time.

The parties further agree that the following classifications are no longer in use or effect and thus all references will be deleted from the Agreement:

2331	Lecturer – Academic Year (Stanislaus Campus Only)
2332	Head Coach - Academic Year (Stanislaus Campus Only)
2333	Coach - Academic Year (Stanislaus Campus Only)
2334	Coaching Specialist - Academic Year (Stanislaus Campus Only)
2335	Coaching Assistant - Academic Year (Stanislaus Campus Only)

For the California State University:

Date: 12/18/03

For the California Faculty Association:

Date: 12/15/03

Memorandum of Understanding
Post-Retirement CSU Employment

In the event of post-retirement employment, the parties agree that pre-retirement status and service shall not be applicable to entitlements provided under Article 12, Appointment, of this Agreement. This shall not be interpreted to confer rights during post-retirement employment to a faculty unit employee where no such right exists under other Articles of the Agreement.

For the California State University:

Date: 12/17/03

For the California Faculty Association:

Date: 12/17/03

Supplemental Agreement
Miscellaneous Issues

1. The parties agree to use the form provided as Attachment A when faculty unit employees are required to sign a form dealing with the confidentiality of campus records.

2. The CFA agrees that it will withdraw the following unfair labor practice charges and not file a subsequent charge before PERB on the issues addressed in the original charges:

   a. PERB case number LA-CE-771-H (CSPU, Pomona; and system-wide), and
   b. PERB case number LA-CE-778-H (CSPU, Pomona; San Diego State University; and San Francisco State University).

3. The CFA agrees to withdraw the unfair labor practice charge in PERB case number LA-CE-777-H (CSU, Los Angeles), and further agrees that it will not file a subsequent charge before PERB on the same issue. In its place, the CFA will file a grievance at Level I of the grievance procedure within sixty (60) days of the execution of this Agreement regarding the facts cited in PERB case number LA-CE-777-H alleging a violation of Article 20 and any other relevant provision (other than Article 3) of the Agreement. The CSU will consider such grievance to be timely filed.

4. The CFA agrees to withdraw the unfair labor practice charge in PERB case number LA-CE-722-H (CSU, Fullerton), and further agrees that it will not file a subsequent charge before PERB on the same issue. The parties agree to use, as appropriate, the Supplemental Agreement dealing with campus policy implementation regarding the future implementation of this policy in dispute.

5. The parties agree that CFA access to campus e-mail communications shall be pursuant to the decision and award in CSU grievance number 3-01-012, dealing with CSU, Chico. In the event a campus policy is in effect and may be inconsistent with the CSU, Chico decision, the award in the CSU, Chico case shall be controlling.

For the California State University:

Date: 1/6/04

For the California Faculty Association:

Date: 1/6/04

Human Resource Information System
ACCESS AND COMPLIANCE FORM

MPP ADMINISTRATOR

My signature below certifies that_____, an employee under my supervision, requires access to data in the Human Resource Information System because such data is relevant and necessary in the ordinary course of performing his/her job duties as a_____(job title) in the_____ _____(unit) at California State University,_____. I understand my obligation to provide training to this employee to ensure that he/she understands the state and federal laws and University policies that govern access to and use of information contained in employee, applicant, and student records, including data that is accessible through the Human Resource Information System.

_____ _____ _____
Name (please print) Signature Date

_____
Title

_____
EMPLOYEE

I certify that I have received training on the appended state and federal laws and University policies that govern access to and use of information contained in employee, applicant, and student records, including data that is accessible through the PeopleSoft Human Resource System.

I understand that I am being granted access to this information and data based on my agreement to comply with the following terms and conditions:

- I will comply with the state and federal laws and University policies that govern access to and use of information contained in employee, applicant, and student records, including data that is accessible through the Human Resource Information System. While a current summary is attached, state and federal laws may be revised that may necessitate additional training and requirements.
- My right to access information and/or data is strictly limited to the specific information and data that is relevant and necessary for me to perform my job-related duties.
- I will maintain the privacy and confidentiality of the information and data that I obtain, including its storage and disposal.

- Before sharing information or data with others, electronically or otherwise, I will make reasonable efforts to ensure that the recipient is authorized to receive that information or data. I will sign off the Human Resource Information System prior to leaving the terminal/PC.
- I will keep my password(s) to myself, and will not disclose them to others unless my immediate supervisor authorizes such disclosure in writing.

I understand that if I intentionally misuse personal information or data that I obtain through my employment, I will be subject to disciplinary action up to and including termination.

I certify that I have read this Access and Compliance Form, I understand it, and I agree to comply with its terms and conditions.

Name (please print)	Signature	Date

Title

INFORMATION PRACTICES ACT OF 1977

As outlined in technical letters HR/PR 93-01 and Supplement 1, each campus and the Chancellor's Office have the legal responsibility to administer and comply with provisions of the Information Practices Act (IPA). These documents are available at Human Resources Administration's Web page at http://www.calstate.edu/HRAdm/policies.shtml. Additionally, the IPA is contained in Sections 1798 - 1798.78, of the California Civil Code. The IPA places specific requirements on state agencies in relation to the collection, use, maintenance and dissemination of information relating to individuals. Careless, accidental or intentional disclosure of information to unauthorized persons can have far-reaching effects, which may result in disciplinary action against those involved in unauthorized disclosure (Section 1798.55) and civil action against the CSU with a right to be awarded reasonable attorney's fees, if successful. For reference, the following *summary* is provided:

Article 1: General Provisions and Legislative Findings

§1798.1 The Legislature declares that the right to privacy is a personal and fundamental right protected by Section 1 of Article I of the Constitution of California and by the United States Constitution and that all individuals have a right of privacy in information pertaining to them. The Legislature further makes the following findings:

a) The right to privacy is being threatened by the indiscriminate collection, maintenance, and dissemination of personal information and the lack of effective laws and legal remedies.

b) The increasing use of computers and other sophisticated information technology has greatly magnified the potential risk to individual privacy that can occur from the maintenance of personal information.

c) In order to protect the privacy of individuals, it is necessary that the maintenance and dissemination of personal information be subject to strict limits.

Article 2: Definitions

§1798.3. As used in this chapter:

a) The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.

...

c) The term "disclose" means to disclose, release, transfer, disseminate, or otherwise communicate all or any part of any record orally, in writing, or by electronic or any other means to any person or entity.

Article 5: Agency Requirements

§1798.14. Each agency shall maintain in its records only personal information, which is relevant and necessary to accomplish a purpose of the agency required or authorized by the California Constitution or statute or mandated by the federal government.

§1798.18. Each agency shall maintain all records, to the maximum extent possible, with accuracy, relevance, timeliness and completeness…

§1798.20. Each agency shall establish rules of conduct for persons involved in the design, development, operation, disclosure, or maintenance of records containing personal information and instruct each such person with respect to such rules and the requirements of this chapter, including any other rules and procedures adopted pursuant to this chapter and the remedies and penalties for noncompliance.

§1798.21. Each agency shall establish appropriate and reasonable administrative, technical, and physical safeguards to ensure compliance with the provisions of this chapter, to ensure the security and confidentiality of records, and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.

§1798.22. Each agency shall designate an agency employee to be responsible for ensuring that the agency complies with all of the provisions of this chapter.

Article 6: Conditions Of Disclosure

§1798.24. No agency may disclose any personal information in a manner that would link the information disclosed to the individual to whom it pertains... [Exceptions to this rule are listed in the statute.]

Article 10: Penalties

§1798.55. The intentional violation of any provision of this chapter or any rules or regulations adopted thereunder, by an officer or employee of any agency shall constitute a cause for discipline, including termination of employment.

§1798.56. Any person who willfully requests or obtains any record containing personal information from an agency under false pretenses shall be guilty of a misdemeanor and fined not more that five thousand dollars ($5,000), or imprisoned not more than one year, or both.

TITLE 5, CALIFORNIA CODE OF REGULATIONS

Sections 42396 through 42396.5 of Title 5 of the California Code of Regulations address privacy and the principles of personal information management applicable to the California State University. Title 5 can be found on the Web at: http://ccr.oal.ca.gov/. For reference, the following summary is provided:

§42396.2 Principles of Personal Information Management. The following principles of personal information management shall be implemented within The California State University:

(a) There should be no personal information system the existence of which is secret.
(b) Personal information should not be collected unless the need for it has been clearly established in advance.
(c) Personal information should be appropriate and relevant to the purpose for which it has been collected.
(d) Personal information should not be transferred outside The California State University unless the transfer is compatible with the disclosed purpose for which it was collected.
(e) Personal information should be used as a basis for a decision only when it is accurate and relevant.
(f) There should be procedures established by which a person may learn what personal information about him or her has been retained by The California State University and where lawful, have those records disclosed to him or her, pursuant to the provisions of this Article.
(g) There should be established within The California State University procedures by which a person may request in writing addition to or deletion of personal information about himself or herself which does not meet the principles in this section. Such requests should be honored within a reasonable length of time or the person should be permitted to file a concise statement of dispute regarding the personal information which shall become a permanent part of the record, or, the disputed personal information should be destroyed.
(h) Precautions should be taken to prevent the unauthorized access to or use of personal information retained by The California State University.

These principles shall be construed and implemented so as to be consistent with all federal and state laws otherwise regulating or allowing for the use of personal information, including but not limited to Education Code Section 89546 relating to employee records.

Supplemental Agreement
Negotiable Issues Regarding Campus Policy/Procedure Implementation

Notwithstanding the provisions of Article 3 of the May 15, 2007 through June 30, 2010 Memorandum of Understanding (hereafter "MOU"), the Parties agree that certain issues involving the implementation of campus policies/procedures that are within the mandatory scope of representation under HEERA shall be subject to the negotiation and resolution procedures set forth below.

Scope of Procedure

1. Only those issues related to the implementation of or changes in local campus policies/procedures that:
   a. affect faculty unit employees; and
   b. are within the mandatory scope of representation under HEERA; and
   c. have not been waived by the Union;

   shall be subject to this procedure.

2. Further, only those issues where the CSU has given official notice to the CFA subsequent to December 1, 2006 (DH & CI included) shall be subject to this procedure. Official notice shall be defined as written notice to the President of the CFA at the union's CFA office.

3. Further, this procedure shall apply only to matters that are not covered by the MOU.

4. Finally, bargaining will be required pursuant to this procedure only if the CFA has requested in writing to the CSU that it desires to meet and confer on such issue(s) within thirty (30) days of the receipt of the notification pursuant to paragraph 2 above.

If all of the conditions set forth in paragraphs 1 through 4 are met, the Parties will meet to negotiate over the portions of the policy/procedure any matters that are within the mandatory scope of representation under HEERA or, in the case of a change in an existing policy, the portions of the change that are within the mandatory scope of representation under HEERA.

The terms of this procedure shall not apply to policies/procedures that are required to be implemented by law. The CFA retains the right to challenge before PERB any implementation of a policy alleged to be required under law by the CSU if the CFA believes the CSU failed to honor a duty to bargain under HEERA.

5. The parties retain their standard statutory and contractual rights to obtain resolution of disputes dealing with whether the campus policy/procedure in question is:
   a. within the scope of representation; or
   b. is already addressed in the MOU; or
   c. has been subject to waiver by CFA.

Arbitration

1. After a period of negotiations of no less than 60 days, either party may request arbitration of any remaining issue in dispute, and upon agreement of the other Party that request may involve the scheduling of a hearing dealing with a single issue or type of policy/procedure arising on more than one CSU campus.
2. Upon filing of a dispute for arbitration, the matter shall be set for hearing according to the arbitration procedures of the Contract Grievance Procedure, Article 10 of the MOU, except that arbitration hearings under this procedure shall be scheduled for hearing within sixty (60) days of the request for arbitration pursuant to paragraph 1 above.
3. For each case designated by the CSU for hearing pursuant to the process provided above, the CFA shall also have the right to designate that a case it had previously appealed to arbitration under the Grievance Procedures of Article 10 be heard out of the chronological order scheduling provisions of 10.27c. A case so designated by CFA shall be scheduled for hearing within sixty (60) days of the designation.
4. If the arbitrator assigned to the case at the time of request for arbitration or the time that a case is designated by CFA for hearing under these procedures is unable to offer hearing dates acceptable to the Parties within the required sixty (60) day period, the case shall be moved to the next arbitrator in order of rotation who has such a date available. The sixty (60) day hearing requirement for any case may be waived by mutual agreement of the Parties.
5. The decision of the arbitrator on disputes presented for resolution under this procedure shall be final and binding on the Parties, unless the CSU decides, after receipt of the decision, not to implement the disputed portion(s) of the policy/procedure. The arbitrator's decision relative to the disputed portion(s) must be accepted or rejected as a whole. If the CSU decides not to implement the

policy/procedure, the CSU will not bring forward another policy that addresses the same claim or controversy in dispute at the campus until the expiration date of the Agreement. In such cases the CSU shall pay all of the Arbitrator's and Court Reporter's fees when the parties mutually agree to use a court reporter.

6. Except as provided in paragraph five (5) above, policies/procedures brought forward for negotiation and resolution under this procedure shall not be implemented in Unit 3 unless agreed by the parties or until ordered by the arbitrator, and in the form ordered by the arbitrator, or in the event that the CFA does not exercise its right to bargain pursuant to Section 1, paragraph c, above.

Duration

Absent an agreement by the parties to the contrary, no cases may be submitted to adjudication under the terms of this procedure after June 30, 2010.

Memorandum of Understanding

It is understood between the parties that the two percent (2%) General Salary Increase (GSI), that is effective close of business June 30, 2010, will be paid beginning with the first pay period in 2010/2011. The funds for this GSI will come from the 2010/2011 budget, provided that the California State University (CSU) receives an amount in the 2010/2011 Budget equivalent to the fiscal year 2010/2011 Board of Trustees' budget request consistent with the compact.

For the California State University:

Jackie R. McClain

Date: 4/23/07

For the California Faculty Association:

Edward R Sarvey

Date: 4/23/07

Memorandum of Understanding
Article 31.1 Interpretation

Article 31.1 of the May 15, 2007 – June 30, 2010 collective bargaining agreement was modified to state that:

> Employees in the assistant professor, associate professor and full professor rank for any instructional faculty classification and the librarians may be paid at a salary rate above the maximum for their classification.

The intent of this language was to allow the President, in special circumstances related to market/equity and/or for recruitment/retention concerns, to authorize salaries for faculty in the full, associate, and assistant instructional faculty ranges and librarian classifications at rates above the salary range maximum published in the CSU salary schedule. Subsequent to the ratification of this language, however, CSU was advised that CalPERS regulations limit salary upon which retirement benefits are based to the maximum rate published on the respective salary schedule. Specifically, salary earned in excess of the maximum rate identified on the published salary schedule is not considered includable compensation for CalPERS retirement benefits.

To address this CalPERS regulation and the CSU's recruitment/retention concerns, the parties agree to the following:

A. Effective July 1, 2007, the rate maximums on the full, associate and assistant professor ranges (and the corresponding lecturer ranges B, C and D), shall be increased by twenty (20%) percent. These increases shall be in addition to the GSI increases scheduled for those ranges on the effective date (both 7/1/2007 and 6/30/2007).

B. 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.

The CSU shall notify individual employees who remain above the published maximum about the CalPERS changes. The hiring campus shall provide all hires above the published range maximum with a letter informing them of what constitutes includable compensation for CalPERS benefits and they shall be asked to acknowledge in writing that they understand and accept the terms and CalPERs benefits of their appointment.

For the California State University,

Bill Candella 7-31-07

Bill Candella Date
Interim Senior Director,
Collective Bargaining

For the California Faculty Association,

Edward Purcell 7/9/07

Edward Purcell Date
Director of Representation

Memorandum of Understanding

Between the California Faculty Association and the California State University

Regarding the

Distribution of Unused Rollover Funds from Year One of the Equity Increase Program

Pursuant to the Equity Increase Program established in Article 31.17 of the parties' May 15, 2007 - June 30, 2010 Collective Bargaining Agreement ("CBA"), the parties agree to distribute approximately one million dollars ($1,000,000) in unused rollover funds for base salary increases from the Year One Equity Increase Program in Academic Year 2007-08, to Associate, Full Professors and Associate-Equivalent and Full-Equivalent Counselors, Coaches, and Librarians (CCL) as follows:

1. Associate Professors.

   a. Eligibility

      An individual shall be treated as an eligible Associate Professor for the purposes of this program if all of the following requirements are met:

      i. The individual was an Associate Professor on July 1, 2008 and active or on leave as an Associate or Full Professor on October 1, 2010;
      ii. The individual did not receive a Year 1 Equity Increase in AY 2007-08;
      iii. The individual was not promoted to or appointed as Associate Professor before July 1, 2001;
      iv. The individual's performance was judged at least "satisfactory" in his or her last Periodic Evaluation or Performance Review within the meaning of Article 15 of the CBA; and
      v. The individual is not a rehired annuitant or participant in FERP at the time of implementation.

   b. Amount of Increase.

      Each eligible Associate Professor shall receive either a Year of Entry into Rank ("YER") Award or a Benchmark ("BMK") Award, whichever is higher. The award shall be applied to base salary. Equity Increases for Associate Professors are calculated on the basis of Table A below.

Table A. Calculation of YER and Benchmark Awards for Associate Professors					
Year of Promotion	Years in Rank	Annual YER Award (AY)	Annual YER Award (12 mo.)	Benchmark Rate (AY)	Benchmark Rate (12 mo.)
After 7/1/08	<1	Not eligible	Not eligible	Not eligible	Not eligible
2007/08	1	$0	$0	$67,344	$77,508
2006/07	2	$384	$444	$68,688	$79,056
2005/06	3	$384	$444	$70,056	$80,640
2004/05	4	$444	$516	$71,460	$82,248
2003/04	5	$444	$516	$72,888	$83,892
2002/03	6	$348	$408	$72,888	$83,892
2001/02	7	$348	$408	$72,888	$83,892
Before 2001/02	8+	$0	$0	$0	$0

The annual amount of the Year in Rank (YER) award shall be equal to the amount in Table A above.

Benchmark (BMK) awards shall be calculated as follows:

a. The faculty member's annual salary as of 7/1/08 shall be subtracted from the applicable benchmark rate in Table 1.
b. The difference (up to a maximum of $7,000) shall be multiplied by 0.159. This amount is the benchmark award. If the difference between the benchmark rate and the faculty member's salary as of 7/1/08 is greater than $7,000, the annual benchmark award shall be set at $1,116.

2. Full Professors.

a. Eligibility.

An individual shall be treated as an eligible Full Professor for the purposes of this program if all of the following requirements are met:

i. The individual was a Full Professor on July 1, 2008 and active or on leave as a professor on October 1, 2010;
ii. The individual is not a rehired annuitant or participant in FERP at the time of implementation; and
iii. The individual's performance was judged at least "satisfactory" in his or her last Periodic Evaluation or Performance Review within the meaning of Article 15 of the CBA.

b. Amount of Increase.

Each eligible Full Professor shall receive either a YER Award or a BMK Award, whichever is higher. The award shall be applied to base salary. Equity Increases for Full Professor are calculated on the basis of Table B below.

Table B. Calculation of Year of Entry into Rank or Benchmark Awards for Full Professors					
Year of Promotion	Years in Rank	Annual YER Award (AY)	Annual YER Award (12 mo.)	Benchmark Rate (AY)	Benchmark Rate (12 mo.)
After 7/1/08	<1	Not Eligible	Not Eligible	Not Eligible	Not Eligible
2007/08	1	$0	$0	$80,388	$92,508
2006/07	2	$0	$0	$82,524	$94,956
2005/06	3	$0	$0	$84,708	$97,476
2004/05	4	$0	$0	$87,012	$100,284
2003/04	5	$0	$0	$87,012	$100,284
2002/03	6	$0	$0	$87,012	$100,284
2001/02	7	$156	$180	$87,012	$100,284
2000/01	8	$156	$180	$87,012	$100,284
1999/00	9	$156	$180	$87,012	$100,284
1998/99	10	$156	$180	$87,012	$100,284
1997/98	11	$156	$180	$87,012	$100,284
1996/97	12	$156	$180	$87,012	$100,284
before 1996/97	13+	$0	$0	$87,012	$100,284

The annual amount of the YER award shall be equal to amount in Table B above.

Benchmark awards shall be calculated as follows:

a. The faculty member's annual salary as of 7/1/08 shall be subtracted from the applicable benchmark rate in Table B above.
b. The difference (up to a maximum of $7,000) shall be multiplied by 0.159. This amount is the benchmark award. If the difference between the benchmark rate and the faculty member's salary as of 7/1/08 is greater than $7,000, the annual benchmark award shall be set at $1,116.

3. Associate-Equivalent Coaches, Counselors, and Librarians (CCL).

a. Eligibility.

An individual shall be treated as an Associate-Equivalent CCL for the purposes of this program if all of the following requirements are met:

i. The individual was an Associate-Equivalent CCL on July 1, 2008 and active or on leave as an Associate-Equivalent or Full-Equivalent CCL on October 1, 2010.
ii. If an Associate-equivalent Librarian or Counselor, the individual was in a tenured or probationary position on July 1, 2008 and on October 1, 2010;
iii. The individual did not receive a Year 1 Equity Increase in AY 2007-08;
iv. The individual was not promoted to or appointed as Associate-Equivalent CCL before July 1,2001 ;

v. The individual's performance was judged at least "satisfactory" in his or her last Periodic Evaluation or Performance Review within the meaning of Article 15 of the CBA; and

vi. The individual is not a rehired annuitant or participant in FERP at the time of implementation.

b. Amount of Increase.

Associate Equivalent CCLs who meet the eligibility requirements above shall receive a YER award pursuant to Table A above for his or her Year of Promotion to Associate-Equivalent CCL. The award shall be applied to base salary. Associate-Equivalent CCLs are not eligible for Benchmark Awards.

4. Full-Equivalent CCLs.

a. Eligibility.

Each Full-Equivalent CCL is eligible for an Equity Increase in AY 2008-09 if all of the following requirements are met:

i. The individual was a Full-equivalent CCL on July 1, 2008 and active or on leave as an Full-equivalent CCL on October 1, 2010;

ii. If a Full-equivalent Librarian or Counselor, the individual was in a tenured or probationary position on July 1, 2008 and on October 1, 2010;

iii. The individual is not a rehired annuitant or participant in FERP at the time of implementation; and

iv. The individual's performance was judged at least "satisfactory" in his or her last Periodic Evaluation or Performance Review within the meaning of Article 15 of the CBA.

b. Amount of Increase.

Each eligible Full-Equivalent CCL shall receive either a YER Award or a BMK Award, whichever is higher, except that otherwise eligible Full Equivalent CCLs who were promoted to their current rank in AYs 2002-03 through 2007-08 or before AY 1996-97 and whose salary is higher than the BMK Rate shall receive neither a YER Award nor a BMK Award. The award shall be applied to base salary. Equity Increases for Full-Equivalent CCLs are calculated on the basis of Table C below.

Table C. Calculation of Year of Entry into Rank or Benchmark Awards for Full Professor -Equivalent CCLs					
Year of Promotion	Years in Rank	Annual YER Award (AY)	Annual YER Award (12 mo.)	Benchmark Rate (AY)	Benchmark Rate (12 mo.)
After 7/1/08	<1	Not Eligible	Not Eligible	Not Eligible	Not Eligible
2007/08	1	$0	$0	$76,368	$87,888
2006/07	2	$0	$0	$78,396	$90,204
2005/06	3	$0	$0	$80,472	$92,604
2004/05	4	$0	$0	$82,656	$95,268
2003/04	5	$0	$0	$82,656	$95,268
2002/03	6	$0	$0	$82,656	$95,268
2001/02	7	$156	$180	$82,656	$95,268
2000/01	8	$156	$180	$82,656	$95,268
1999/00	9	$156	$180	$82,656	$95,268
1998/99	10	$156	$180	$82,656	$95,268
1997/98	11	$156	$180	$82,656	$95,268
1996/97	12	$156	$180	$82,656	$95,268
before 1996/97	13+	$0	$0	$82,656	$95,268

The annual amount of the YER award shall be equal to amount in Table C above.

Benchmark awards shall be calculated as follows:

1. The faculty member's annual salary as of 7/1/08 shall be subtracted from the applicable benchmark rate in Table C.
2. The difference (up to a maximum of $7,000) shall be multiplied by 0.159. This amount is the benchmark award. If the difference between the benchmark rate and the faculty member's salary as of 7/1/08 is greater than $7,000, the annual benchmark award shall be set at $1,116.

5. Miscellaneous Provisions.

1. This program shall be implemented as of the October 2010 pay period. Base salary changes shall have an effective date of July 1, 2008.
2. Equity Increases provided pursuant to this MOU will not be deducted from the salary of any Associate Professor, Full Professor, or CCL to determine whether the faculty unit employee has received the maximum number of allowable Service Salary Increases, and Article 31.19 of the CBA shall be inapplicable to such Equity Increases.
3. Salaries for Associate Professors, Associate-equivalent CCLs, and Full-equivalent Counselors and Coaches may not exceed the salary range maximum as a result of application of an Equity Increase.
4. No later than January 1, 2011, the CSU shall provide CFA with an accounting of the funds distributed under this Agreement. If less than $1,000,000 has been spent on base salary equity increases as a result of the implementation of this Agreement, the parties agree to meet and confer over the on-going distribution of the unspent funds. This meet and confer obligation

supersedes the requirements of Article 31.17(a)(6) of the CBA with regard to the disposition of any rollover funds covered by this agreement.

FOR THE CALIFORNIA FACULTY ASSOCIATIONS

By: _____ Date: 8/18/10

Bernhard Rohrbacher
Director of Representation

FOR THE CALIFORNIA STATE UNIVERSITY

By: _____ Date: 8/18/10

CSU The California State University

Classification and Qualification STANDARDS

Counselor Intern Series

Class Codes: 2436 – 2437 – 2338
Date Established: 10-01-2012

OVERVIEW:

The Counselor Intern Series is designed for incumbents who need to complete supervised professional experience (SPE) prior to licensing after completing the required levels of preparation and typically are a part of a formal training program. Incumbents work under supervision as outlined by the State of California Board of Psychology or Board of Behavioral Sciences, to provide a range of psychological counseling services offered by the University, for which they are qualified, including intake and clinical assessment, individual, group, couple and family counseling, outreach and consultation, psychological testing, training and research, and by those qualified, crisis intervention.

The Counselor Intern Series is comprised of three classifications:

Post-Masters Counselor Intern - as part of meeting post-master's requirements after completing an accredited masters level program in counseling, marriage and family therapy or social work.

Pre-Doctoral Counselor Intern - as part of meeting pre-doctoral requirements for receiving a degree in an accredited doctorate level behavioral sciences, counseling, or specified related academic field, or psychology program.,

Post-Doctoral Counselor Intern/Fellow - as part of meeting post-doctoral requirements after receiving a degree in an accredited doctorate level program in behavioral sciences, counseling, or a specific related academic field, or psychological counseling.

Permanent status cannot be achieved in these classifications. Appointments are expected to be for a maximum of 12 months. In cases where the appointment is less than full-time and the incumbent needs additional supervised professional experience hours, the appointment may be renewed or extended up to, but not to exceed, an additional 12 months. Once fully licensed, incumbents may apply for a position in another classification.

TYPICAL ACTIVITIES:

The following examples of typical work activities are meant to illustrate the general range of work functions performed by Counselor Interns; they are not meant to be all-inclusive or restrictive. Work assignments are based on individual qualifications and may involve related activities.

- **Counseling Services:** Conduct intake interviews and provide initial clinical assessment. Provide individual, group, couple, family counseling, and if qualified, crisis intervention.
- **Outreach and consultation:** Conduct outreach and consultation in such areas as, but not limited to stress management, substance abuse, anxiety, depression, acquaintance rape or sexual assault, interpersonal relationships, diversity training, food management, body image and other focuses depending on the needs of the student population. Provide consultation and support to the university community, including academic and student support organizations.

- **Professional development and training:** Participate in team meetings, intake conferences, and professional staff development. As part of their supervised professional experience, incumbents will typically provide case presentations and lead discussions, as well as develop, promote and lead pertinent workshops, seminars and presentations.
- **Other:** Perform psychological testing. May prepare grant proposals and conduct research. May provide case management and complete clinical documentation and clinical supervision to less advanced interns or practicum students.

POST-MASTERS COUNSELOR INTERN

Incumbents in this classification typically focus on providing short-term and limited longer-term counseling services and participating in professional development and training activities. Additionally, incumbents may perform psychological testing and prepare grants. As incumbents gain experience, additional duties in the areas of outreach and consultation may be added, as well as supervising less experienced interns.

MINIMUM QUALIFICATIONS:

Education and Experience: Post-Masters Interns have completed an accredited master's level program in counseling, marriage and family therapy or social work, but need to complete supervised professional experience to be licensed.

PRE-DOCTORAL COUNSELOR INTERN

Pre-doctoral Counselor Interns typically provide a broad range of counseling services, as well as outreach and consultation support to the campus community. They participate in the full range of professional development and training activities and often provide clinical supervision to less advanced interns or practicum students.

MINIMUM QUALIFICATIONS:

Education and Experience: Pre-doctoral Interns are Ph. D., Psy. D. or Ed. D. candidates, who have completed all of their coursework and comprehensive exams, but need to complete the first part of their supervised professional experience prior to receiving their degree.

POST-DOCTORAL COUNSELOR INTERN/FELLOW

Post-Doctoral Counselor Interns typically perform the full range of counseling, outreach, and consultation services offered by the University as described above with additional emphasis in more complex long-term and crisis intervention cases, consultation to academic and student support organizations, professional training and research, and providing supervision to less experienced interns or practicum students.

MINIMUM QUALIFICATIONS:

Education and Experience: Post-Doctoral Interns or Fellows have completed the requirements of a terminal academic degree in an accredited PhD, Psy. D or Ed. D. program, but need to complete the additional post-degree supervised professional experience prior to licensing.

All classifications require the following qualifications:

Knowledge - Thorough knowledge and understanding of professional counseling theory, research, practice and methods and adherence to approved professional, legal and ethical standards of the counseling profession.

Abilities: Demonstrated clinical skills in individual and group settings using short-term treatment approaches. Demonstrated sensitivity in working with a diverse multi-cultural population of adults and young adults. Demonstrated ability to: establish and maintain effective communication and working relationships with peers and clinical supervisors; use clinical supervision to ensure service quality and adherence to legal and ethical mandates; and make effective presentations. Developing ability to: plan, develop, and lead effective workshops, training sessions and seminars; utilize case conceptualization and management, treatment planning, and clinical interventions to facilitate clinical effectiveness and/or referrals appropriate to the presenting problems and needs of the client; administer, interpret and report on psychological testing; and write clear and concise case notes and testing reports.

Proposed Counselor Intern Series Salary Ranges
12 Month

	Survey Avg Salary	Proposed Min	Proposed Mid (50th p)	Proposed Max	Proposed Range Spread	Midpoint Diff	Survey Avg Hourly	Proposed Min Hourly	Proposed Mid Hourly	Proposed Max Hourly
Post-Masters *	$21,420	$19,788	$22,758	$25,728	30%		$10.30	$9.51	$10.94	$12.37
Pre-Doctoral	$23,538	$21,768	$25,032	$28,296	30%	10%	$11.32	$10.47	$12.03	$13.60
Post-Doctoral	$30,049	$27,864	$32,040	$36,216	30%	28%	$14.45	$13.40	$15.40	$17.41

* Market data for Post-Masters was not available. Average Salary calculated using 10% differential with Pre-Doctoral market data.

Top of Range for Postdoctoral Interns = Highest Postdoctoral Intern Salary among US Universities per APPIC data
Range spreads are 30%
Midpoint differential between Post-Masters and Pre-Doctoral is 10%
Midpoint differential between Pre-Doctoral and Post-Doctoral is 28%

July 24, 2012

HRM: dm

Memorandum of Understanding

Study of Instructional Faculty Workload and Educational Quality

The parties recognize that faculty workload and its effect on quality education continues to be of concern for faculty, administrators, and students alike.

In order to better address specific problems associated with faculty workload, the parties shall convene a committee to study workload taking into account the factors impacting workload listed in Article 20.3.

The joint committee shall consist of CFA representatives and CSU representatives.

The committee's work will include sharing information, collecting data, and analyzing information. As the parties deem appropriate, the committee may also issue joint reports and make suggestions for future procedures, policies, Collective Bargaining Agreements and the like.

The joint committee shall convene after the collection of enrollment census data in the fall of 2012, and at least twice each academic year for the life of this agreement. Material that is already collected electronically shall be provided without cost, in electronic format, at the request of committee members. Additional information may be gathered by mutual agreement of the parties. The costs of gathering this additional information shall be subject to the meet and confer process.

Signatures and dates:

For California Faculty Association

Date: 10/1/2012

For California State University

Date: 10/3/12

Memorandum of Campus Agreement
California Maritime Academy

California Maritime Academy's Training Cruise and Vessel Program

The California Maritime Academy (CMA) Training Cruise and Training Vessel Program combines the operation of the training vessel(s) with academic and practical programs of instruction to provide a comprehensive learning experience for our students leading to United States Coast Guard (USCG) Licensing as Deck and Engine Officers for the United States Merchant Marine as well as for those students who are not seeking licenses in the maritime industry.

Faculty workloads involving training vessels and cruises are unique to this experience. Faculty hired primarily due to their maritime background and license may be expected to perform duties and responsibilities not normally associated with traditional classroom teaching. These duties include sailing as merchant officers on the training vessels under the auspices of their license and ensuring the safe and professional operation of the training vessels both during the annual training cruise as well as during the academic year.

It is our intent that all faculty in the annual Training Cruise and Training Vessel Program contribute to the successful completion of the programs on an equitable basis, combining operation, teaching, and mentoring to provide the best learning and living environment, along with a total global experience for all participating students. Consistent with the foregoing, the parties agree as follows:

1. **Training Cruise Pay**

Faculty members hired on the Training Cruise calendar will be paid at a rate of 23% above the faculty member's academic year base salary up to the maximum of the salary range in effect for

their rank and classification. Faculty hired for the annual training cruise will be expected to participate in all aspects of the training program as has been past practice.

Cruise classifications base salary shall be increased by 2% effective August 1, 2014; 2% effective August 1, 2015, and 2% as of August 1, 2016.

2. **Training Cruise Format and Composition**

   The cruise format is based on not exceeding 65 days with approximately 14 days in port, 47 at days at sea, and 3 at CSUMA. In calculating the 65 day maximum, any day or portion of a day required for travel to or from the cruise commencement point or cruise termination point shall count as a cruise day. If future cruise scheduling varies significantly from the existing format, this agreement may be reopened for discussion at the request of either party. Cruise composition (total days, sea days, port days) will remain essentially the same as the current and recent past cruises.

3. **Training Cruise Leave of Absence**

   One (1) faculty member per year will be granted, upon request, a cruise Leave of Absence (LOA) without pay. Such leave will not interfere or otherwise prevent a faculty member from exercising their leave entitlements pursuant to Articles 22 and 23 of the CBA. This LOA without pay for the cruise period would be accomplished by placing the Unit 3 cruise salary faculty member on the Academic Year Calendar for the year preceding the Training Cruise in question. The Training Cruise Faculty would have to apply for the LOA without pay by May 1st of the year preceding the cruise in question. If more than one Training Cruise Faculty applies for the LOA without pay for the same cruise period, the LOA without pay would be granted in the following manner:

   a. Faculty member with the longest time since they were granted a LOA without pay for the cruise period; then
   b. Faculty member with the largest number of mandatory cruises sailed on the Training Ship; then

c. If (a) and (b) above are tied, a random lottery shall be used to determine the faculty member eligible for the Training Cruise LOA without pay.

d. Pursuant to this section, a faculty member shall not be granted more than two (2) LOA's without pay during any five (5) year period.

4. Use of Sick Leave While on Training Cruise Calendar

a. A Training Cruise Calendar faculty member who becomes unable to go on cruise for medical reasons and is deemed medically unfit for cruise duty may use accrued sick leave for the duration of the cruise period (or be placed on leave without pay if he/she has insufficient sick leave to cover the cruise period). The use of sick leave (or leave without pay) will be deducted in accordance with the State Controller's Office rules of 40 hours per week.

b. If a faculty member is unable to go on cruise the following year for medical reasons, he/she will again use accrued sick leave (or leave without pay), however, at this point he/she will be returned to academic calendar status at the beginning of that academic year (following the second missed cruise). In other words, after two years of "unfit" findings, faculty members will come off Training Cruise Calendar status and return to Academic Year status.

c. Reinstatement to cruise calendar status in subsequent years will be at the discretion of CMA management in accordance with the current collective bargaining agreement.

d. CMA is under no obligation, federal and state law notwithstanding, to offer alternative assignments to the cruise. Nothing in this agreement, however, precludes a faculty member from seeking an assignment on land during the cruise period. Should a faculty member who is not fit for cruise engage in other work for CMA, sick leave will be applied (or not) accordingly.

5. **Training Cruise Incidental Expense Reimbursement**

Employees participating in the annual training cruise shall be entitled to a cruise incidental expense that is equal to the state approved incidental expenses for travel which shall be exempt from IRS and state withholding. The Training Cruise incidental expense shall be paid once per month during the annual training cruise to all eligible employees.

6. **Reimbursement of Credential and License Fees**

When CMA faculty unit employees are required to maintain a credential or license as a condition of employment, they shall be reimbursed for all normal and customary credential or licensing fees (consistent with program needs and faculty appointments) with prior approval by the President or designee. Any denial shall include a written explanation. This benefit shall not be considered compensation for purposes of retirement.

7. **Uniform Allowance**

CMA shall authorize an initial uniform issue, not to exceed $900, for newly employed CMA faculty who are employed in a permanent position which requires the wearing of a uniform. A uniform replacement allowance, not to exceed $400 a year for eligible employees, is authorized after the faculty has been employed for the equivalent of one (1) year in a permanent position which requires a uniform. Faculty employed as annual full-time lecturers may be authorized $400 for partial uniform purchase. The dollar amounts listed herein are subject to bargaining should the uniform requirements change.

"Uniform" means outer garments which are required by the Academy (and made known to faculty members) to be worn exclusively while carrying out the duties and responsibilities of the position and which are different from the design or fashion of the general population. This definition includes items that serve to identify the person, agency, functions performed, rank, or time of service. In order to be reimbursed,

documentary evidence of purchase will be required. Annually updated uniform lists are maintained in the Human Resources' office.

Employees shall select appropriate items from the uniform initial issue list.

Uniform allowances shall not be considered as compensation for purposes of retirement.

8. **Training Cruise Assignment**

The collective bargaining agreement in effect between the CSU and CFA-Unit 3 adequately addresses the work year for those CMA faculty working on the basis of the academic year calendar. CMA faculty working on the basis of the cruise year calendar will complete the academic year calendar and one (1) of the annual training cruises. Each cruise period shall not exceed 65 days in duration. In a two-cruise summer, cruise assignments for the cruise year calendar faculty shall be made by CMA following existing procedures.

These assignments will be announced by the 15th of December preceding the subject cruise year. The cruise assigned to a faculty member shall be based on the faculty member's preference, unless operational needs require CMA making a different cruise assignment.

CMA will notify CFA and the individual faculty member of changes in assignment from the cruise year calendar to the academic year calendar, or vice versa, at least 30 days prior to the start of the academic year in question.

No faculty member who is shifted from the cruise year calendar to the academic year calendar, except at the faculty member's request, shall have a retroactive change in compensation.

Cruise –Year Faculty members shall be eligible to participate in an Exchange Mariner Program as part of the normal sabbatical leave program as outlined in the Collective Bargaining Unit Agreement between the parties.

9. **Maritime Vocational Instructors/Lecturers (MVI/MVL)**

Due to the unique nature of the educational programs at Cal Maritime, some faculty will be hired with seagoing experience and a USCG license who may not yet hold a Master's or terminal degree. Normally these faculty members will be hired and classified as Maritime Vocational Instructors (MVI on the tenure track) or Maritime Vocational Lecturers (MVL, non-tenure track).

The MVI promotion structure will parallel the academic structure beginning with MVI—II equivalent to Assistant Professor, MVI-III equivalent to Associate Professor, and MVI-IV equivalent to Professor). Contract language pertaining to academic structure shall apply to the MVI structure. The MVL is considered to be a temporary, non-tenure track position. MVI criteria for retention, tenure, and promotion shall follow the approved Senate RPT policy.

10. **Labor Management**

During the Cruise period, the University and CFA shall toll timelines for all grievances, including the initial filing of grievances.

11. **Health, Safety, and Habitability**

The parties recognize that participants in the training cruise spend up to two weeks at a time in between port, and that it is in best interest of all concerned to maintain the highest standards with regard to health, safety, and habitability of living and work spaces.

a. CMA shall consider recommendations from the standing Health and Safety Committee.

b. CMA shall maintain cabins and classrooms in good repair with regard to habitability and sanitation. Each cabin and class room shall be inspected and professionally cleaned before move-in.

c. Faculty, staff and upper-class cadets shall have use of the wardroom. However, the wardroom may be open to upper-class cadets no more than one day a week entry by invitation only. A week is defined as Monday through Sunday for this provision.

d. Faculty and staff members shall have use of the gym and recreational areas of the ship during designated hours.

e. Faculty and staff shall have access to medical relief and care in-port.

f. CMA shall maintain private and confidential personnel documents and records in accordance with Article 11 of the CBA.

12. Joint Labor Management Committees (LMC)

a. Joint labor management committee meetings shall be held to discuss the following issues:

1. Uniform Standards
2. Maritime License Insurance Group Policy

b. Committee recommendations, if any will be advisory in nature.

13. Internet Access

CMA will work to ensure that faculty will have reasonable communications and internet access to conduct personal or professional business.

14. Duration

This memorandum of Campus Agreement shall take effect on the first day of the 2014-2015 Academic year, August 1, 2014 and shall remain in effect until the expiration of the successor agreement, the Collective Bargaining Agreement between the California Faculty Association and the Board of Trustees of the California State University System.

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

For:

CSU Maritime Academy

Thomas A. Cropper
President, Cal Maritime

Ingrid C. Williams
Executive Director, Human Resources
Cal Maritime

Deborah Roberson-Simms
Manager, Labor Relations
CSU, Chancellor's Office

For:
California Faculty Association

Britt Elliott
Campus Representative

Scott Green
Campus Representative

Pat Morris
Campus Representative

Scott Saarheim
CFA Chapter President

Dan Weinstock
Campus Representative

Larry Hendel
CFA Organizing Director

Catherine Mathews
CFA Representation Specialist

[Proposed] Memorandum of Understanding

Temporary Faculty Applying for Tenure-Track Positions

The parties recognize that in the coming years the CSU will hire new faculty in tenure-track positions, and that there are qualified individuals currently serving in temporary faculty positions at a CSU campus who may and will apply.

To that end, the CSU agrees to track and report to CFA data about tenure-track searches, including the number of tenure-track searches from each campus, the number of CSU temporary faculty unit members who apply for each of those positions, the number of CSU temporary faculty unit members who receive on-campus interviews, the number of CSU temporary faculty unit members who are offered a tenure-track appointment, and the number of CSU temporary faculty unit members who accept a tenure-track appointment.

The CSU shall provide the above information to CFA, by February 1 of each year of this agreement. Information provided on February 1 of each year shall reflect the results of searches for new tenure-track faculty appointed the prior fall. The CSU shall provide the same information for failed searches as well.

Signatures and dates:

For California Faculty Association

Date: 10/15/2014

For California State University

Date: 10/15/14

Memorandum of Understanding

Joint Committee Re: Terms of Employment for Faculty Working in Extension For-Credit Employment in the CSU

In order to address contractual rights of Unit 3 faculty employed in Extension For-Credit Employment under Article 40 of the Collective Bargaining Agreement, the parties shall convene a joint labor-management committee to further consider terms and conditions of employment relating to benefits eligibility for faculty who are not otherwise eligible for benefits under other provisions of this Agreement and/or the terms of the Affordable Care Act.

The joint committee shall consist of CFA representatives and CSU representatives. By May 1, 2015, the CSU will provide costing and financial analysis of the impacted population and shall make the information available for CFA to review.

Agreement to Re-Open Article 40

The Parties agree to re-open Article 40 as of May 1, 2015. This re-opener shall be limited to the subject of benefits eligibility for faculty employed in Extension For-Credit classifications.

Signatures and dates:

For California Faculty Association

Date: 12/16/2014

For California State University

Date: 12/16/14

Memorandum of Understanding
Regarding Lecturer Salary Issues

If a lecturer becomes eligible to apply for range elevation following the implementation of the 3% Salary Recovery Adjustment, and the campus process does not allow for the application to be considered in 2014/15, upon a successful application in the 2015/16 Academic Year, the range elevation will be effective on the same date that successful applications made in the 2014/15 Academic Year would have been effective.

Those Lecturers with terminal degrees who were reclassified from Salary Range A to Salary Range B pursuant to Article 31.16 will receive the minimum 5% salary increase retroactive to July 1, 2014, and will not be eligible for any additional increase due to Range Elevation effective in Fall 2014.

Kathy Sheffield
Director of Representation
California Faculty Association

Date: 12/17/14

John Swarbrick
Associate Vice Chancellor
California State University

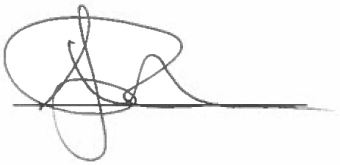
Date: 12/17/14

Memorandum of Understanding

Through this Memorandum of Understanding, the CSU agrees to develop classification standards for coaching faculty unit employees and to meet and confer with CFA over the standards that are developed. Such standards shall be developed by June 30, 2015.

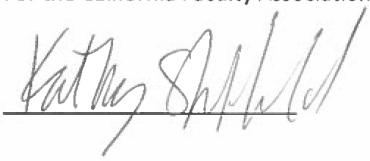
In the event that a counselor or coaching faculty unit employee submits a request for reclassification pursuant to provision 12.30, the parties agree that the period between submission of the request to the appropriate administrator, and the written notification to the employee, shall not exceed 180 days.

For the CSU:



December 17, 2014

For the California Faculty Association:



December 17, 2014

Memorandum of Understanding

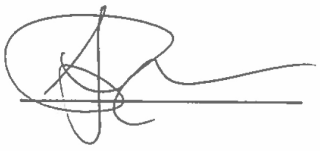
Through this Memorandum of Understanding, the CSU and CFA agree to create a classification to be used for additional employment to bargaining unit work for full-time faculty unit employees pursuant to Article 36 or for bargaining unit appointments during academic breaks for faculty unit employees in full-time academic year or ten month appointments. Appointments in this classification may be made for any time base up to 0.25 during the applicable work year, or up to 1.0 during academic break periods for full-time academic-year or 10 month employees. Faculty unit employees appointed in the new classification shall not be eligible to accrue vacation pursuant to Article 34 (Vacation).

Faculty unit employees appointed to teach in summer sessions or in Extended Education shall continue to be appointed in the classifications designated for those purposes.

Faculty unit employees appointed at less than 1.0 time base may not be appointed in this classification.

The minimum monthly salary for the range shall be initially set at $3,595 (the minimum salary for Lecturer A, Academic Year after application of the General Salary Increase July 1, 2014) and the maximum monthly salary shall be initially set at $22,614. Faculty members appointed in this classification performing normal faculty duties, including teaching additional units pursuant to provision 12.29.d, shall receive compensation not less than their normal rate of pay for such work.

For the CSU:



Date 1/6/15

For the California Faculty Association:



Date 1/5/15

The parties hereto, as authorized representatives, agreed to the terms of this agreement on October 15, 2014. The agreement was ratified by the California Faculty Association on November 10, 2014 and by the Trustees of the California State University on November 12, 2014.

The California State University

By: _____
Roberta Achtenberg, Chair
Collective Bargaining Committee

By: _____
Lori Lamb, Vice Chancellor
Human Resources

By: _____
John A. Swarbrick, Associate Vice Chancellor
Labor Relations

By: _____
Michael Caldwell, Member
Negotiations Team

By: _____
Rene Castro, Member
Negotiations Team

By: _____
Al Liddicoat, Member
Negotiations Team

By: _____
Margy Merryfield, Member
Negotiations Team

The California Faculty Association

By: _____
Lillian Taiz, CFA President, (LA)

By: _____
Andy Merrifield, Chair, CFA
Bargaining Team (SO)

By: _____
Kathy Sheffield, Negotiator, CFA
Director of Representation

By: _____
Kristin Eldridge, CFA General Manager

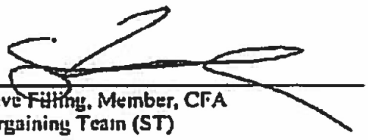
By: _____
Lois Boulgarides, Member, CFA
Bargaining Team (SA)

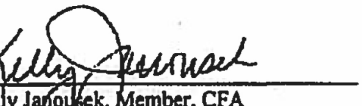
By: _____
David Bradfield, Member, CFA
Bargaining Team (DH)

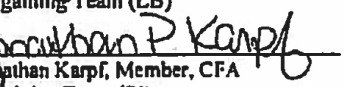
By: _____
Leslie Bryan, Member, CFA
Bargaining Team (SB)

By: _____
Cecil Canton, Member, CFA
Bargaining Team (SA)

By: _____
Jennifer Egan, Member, CFA
Bargaining Team (EB)

By: 
Steve Filling, Member, CFA
Bargaining Team (ST)

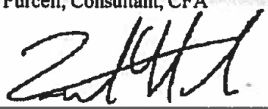
By: 
Kelly Janousek, Member, CFA
Bargaining Team (LB)

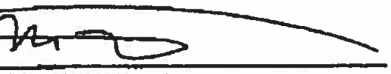
By: 
Johnathan Karpf, Member, CFA
Bargaining Team (SJ)

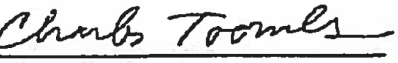
By: 
Mark Karplus, Member, CFA
Bargaining Team (EB)

By: 
Susan Meisenhelder, Member, CFA
Consultant

By: 
Ed Purcell, Consultant, CFA

By: 
Kenny Sims, Research Specialist, CFA

By: 
Molly Talcott, Member, CFA
Bargaining Team (LA)

By: 
Charles Toombs, Member, CFA
Bargaining Team (SD)

By: 
Kevin Wehr, Member, CFA
Bargaining Team (SA)

THE CALIFORNIA STATE UNIVERSITY
GRIEVANCE FORM
UNIT 3

Name: _____ **Date of Submission to Campus:** _____

Classification: _____ **Name of CFA Contact or other**

Department or **Representative:**_____

Equivalent Unit: _____ **Address of CFA Contact or other**

Representative:

Campus: _____

_____

Email address: _____ _____

Election: Pursuant to Article 10.6 of the CFA/CSU Agreement, the grievant(s) elect(s) that the procedure under which this grievance shall be processed will be:

A: the Contractual Procedure ☐

If no election made, the grievance shall automatically be processed under the contractual procedure.

B: the Statutory Procedure **(Faculty Hearing Committee)** ☐

Unless accompanied by Authorized CFA Signature, CFA has not agreed to representation.

Authorized CFA Signature: _____; CFA agrees to representation.

_____

Claimed Violation(s)

Term or terms of agreement alleged violated, misapplied or misinterpreted (provision number or numbers) for Contractual Procedure**. Or any rights alleged violated in connection with his/her job classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like, including but not limited to rights arising under the agreement for** Statutory Procedure**.**

Brief description of the grounds of the grievance including names, dates, places, times, etc., necessary for complete understanding):

Proposed remedy:

Grievant Signature:_____ **Date:**_____

IMPORTANT NOTE: The collective bargaining agreement requires that all grievances be filed by:

1. **Personal Delivery,**
2. **Certified Mail, with Return Receipt, or**
3. **Electronically (email or fax) with scanned, signed copy.**

CSU responses shall be provided to: (a) grievant(s); (b) CSU Campus Relations and Dispute Resolution, Office of the Chancellor, 401 Golden Shore, 4th Floor, Long Beach, California 90802-4210; and (c) CFA, 1110 K Street, Sacramento, CA 95814.

LEVEL OF FILING

Level I – (Statutory and Contractual Grievances) **Date:**_____

25-day Informal Resolution Request ☐

Level II – (C.O. – Contractual Grievances only) **Date:**_____

Response:

Level I ☐ **Level II** ☐

Index

A

Abeyance, 72
Academic, viii, 3, 9, 10, 11, 12, 18, 35, 36, 37, 38, 39, 40, 41, 43, 44, 45, 46, 48, 50, 51, 52, 53, 55, 58, 60, 70, 78, 79, 80, 81, 85, 89, 90, 92, 93, 96, 97, 98, 100, 105, 106, 108, 116, 117, 118, 119, 120, 121, 122, 123, 124, 126, 127, 128, 129, 130, 132, 140, 141, 142, 147, 149, 151, 153, 157, 158, 162, 163, 165, 168, 172, 175, 176, 177, 182, 183
Academic Senate, viii, 40, 177
Academic Year, 36, 37, 38, 40, 41, 43, 44, 45, 46, 48, 49, 50, 58, 60, 80, 85, 89, 90, 92, 93, 96, 97, 98, 100, 105, 106, 116, 121, 122, 123, 126, 127, 130, 132, 140, 141, 142, 147, 151, 153, 172, 175, 176, 177, 182, 183
Administrator, 2, 8, 14, 15, 16, 17, 18, 19, 20, 30, 32, 34, 35, 38, 39, 42, 45, 47, 56, 58, 59, 60, 62, 64, 70, 79, 80, 81, 82, 83, 84, 98, 99, 100, 101, 102, 103, 104, 105, 106, 108, 110, 111, 115, 117, 120, 123, 125, 138, 139, 146, 147, 149, 150, 151, 153, 154, 161, 168, 171, 183
Adoption, 48, 49, 100, 101, 104
Affirmative Action, 63, 157, 158, 185
Age, 62, 116, 126, 130, 142
Agreement, viii, 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 22, 23, 24, 25, 27, 28, 29, 31, 33, 37, 38, 43, 44, 46, 50, 68, 70, 75, 81, 88, 89, 90, 91, 94, 95, 96, 97, 98, 101, 102, 104, 105, 110, 113, 114, 115, 121, 126, 127, 129, 131, 136, 138, 140, 143, 144, 145, 147, 149, 150, 155, 161, 166, 167, 168, 169, 170, 171, 172, 173, 185, 186
Amend, 24, 75
American Arbitration Association, 73, 74, 75
Appointment(s), 3, 4, 13, 14, 20, 24, 25, 26, 27, 28, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 55, 57, 58, 59, 66, 79, 85, 88, 89, 90, 91, 94, 95, 96, 103, 105, 112, 115, 120, 123, 124, 126, 127, 128, 129, 130, 138, 141, 151, 152, 156, 158, 160, 163, 164, 165, 166, 169, 170, 172, 182, 183
Appropriate administrator, 117
Arbitrability, 24, 75
Arbitration, 19, 20, 21, 22, 23, 24, 26, 27, 28, 29, 30, 65, 68, 71, 72, 73, 74, 75, 76, 89, 170
Arbitrator, 19, 20, 22, 23, 24, 25, 26, 30, 31, 72, 73, 74, 75, 76
Assignment(s), 10, 11, 26, 33, 41, 43, 44, 45, 55, 79, 80, 81, 82, 84, 85, 92, 93, 95, 96, 114, 117, 127, 129, 151, 167, 171, 176, 177, 182
Award, 24, 26, 49, 50, 61, 62, 65, 71, 75, 76, 77, 135, 137, 138

B

Back Pay, 22, 71, 76
Bargain, 6, 145
Bargaining, viii, 1, 2, 3, 4, 5, 6, 10, 11, 14, 15, 16, 17, 38, 46, 66, 79, 81, 89, 94, 95, 104, 109, 113, 116, 120, 124, 132, 138, 140, 144, 145, 146, 154, 155, 161, 164, 166, 167, 168, 169, 171

Bargaining Unit, viii, 1, 2, 3, 4, 5, 11, 14, 17, 38, 46, 66, 79, 81, 89, 104, 109, 113, 114, 116, 120, 124, 132, 138, 140, 144, 145, 146, 154, 155, 161, 164, 166, 167, 168, 169, 171
Birth, 48, 49, 100, 101, 102, 104, 142
Board of Trustees, 5, 146
Break in Service, 39, 57, 100, 101, 102, 120, 124, 165
Bulletin Board, 8

C

Calendar Year, 2, 110, 147, 150, 153
Career development, 116, 117
Careful Consideration, 26, 37, 43, 45
Casual Employment, 1, 2, 81, 147, 149, 175, 176
Chair(s), 39, 57, 60, 61, 106, 123, 139, 165
Chapter, 5, 8, 10, 98, 139, 168
Classification(s), 1, 2, 4, 5, 13, 14, 15, 24, 35, 46, 51, 62, 91, 92, 93, 108, 123, 131, 138, 140, 141, 142, 147, 149, 156, 160, 168, 169, 170, 171, 172, 175, 176, 177, 178, 185
Classroom(s), 10, 11, 21, 29, 30, 36, 47, 55, 78, 79, 81, 90, 91, 92, 93, 95, 96, 117, 123, 140, 141, 170, 171, 175, 176, 177, 178
Coach(es), 1, 3, 4, 37, 38, 39, 41, 57, 58, 84, 115, 117, 140, 141, 142, 156, 176, 185
Concerted Activity, 12
Conditional, 36, 37, 46, 90
Conditions, viii, 6, 34, 35, 36, 37, 38, 65, 75, 90, 99, 100, 102, 103, 116, 120, 121, 123, 125, 126, 130, 139, 143, 149, 153, 154, 162, 170
Confidentiality, 1, 54, 178
Consecutive, 36, 37, 38, 48, 64, 66, 73, 74, 83, 108, 115, 123, 127, 130, 140, 141, 142, 149, 182
Consolidate, 31
Consultation, viii, 45, 55, 56, 79, 81, 82, 98, 102, 132, 155, 162
Contract, 14, 16, 172, 176, 177, 185
Counselor Intern Series, 186
Counselor(s), 3, 4, 51, 82, 115, 122, 124, 156, 157, 176, 177, 186
Course(s), 10, 11, 33, 38, 54, 55, 56, 79, 90, 91, 93, 95, 116, 117, 119, 164, 166, 167, 170, 171, 172
Creative Activities, 78, 81, 82, 119, 124
Criteria, 35, 41, 50, 52, 97, 121, 132, 140, 142, 182
Cumulative, 58, 59, 150
Custodian, 32, 34, 35

D

Day(s), 1, 3, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 26, 27, 28, 30, 32, 34, 35, 40, 41, 48, 52, 53, 55, 63, 64, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 80, 81, 82, 84, 90, 98, 99, 102, 104, 105, 106, 108, 109, 111, 112, 126, 127, 128, 130, 136, 138, 147, 148, 149, 150, 151, 155, 159, 160, 162, 165, 170, 183
Deliberations, 52, 54
Demotion, 66, 72, 73, 74, 77

Department Chair(s), 1, 39, 40, 45, 56, 57, 58, 61, 79, 81, 85, 89, 123, 139, 140, 165, 171, 175, 176, 177
Department(s), 1, 3, 8, 15, 27, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 47, 50, 52, 55, 56, 57, 58, 59, 60, 61, 62, 79, 81, 85, 89, 95, 97, 98, 103, 116, 117, 120, 121, 122, 123, 125, 126, 129, 139, 140, 145, 156, 157, 158, 160, 161, 163, 164, 165, 171, 175, 176, 177, 183
Difference in Pay, 100, 103, 114, 120, 124, 125, 126, 129, 156
Disability, 49, 62, 101, 104, 110, 111, 112, 113, 142, 143, 144
Discipline, 13, 33, 63, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 78, 89, 132, 169
Discrimination, 62, 88, 169
Dismissal, 66, 72, 73, 74, 77, 128
Dispute(s), 13, 23, 65
Diversity, 63
Domestic partner, 116, 118, 119, 185

E

Education Code, 13, 26, 68, 77
Employee(s), viii, 1, 2, 3, 4, 5, 7, 8, 9, 10, 13, 14, 16, 18, 21, 25, 26, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 71, 72, 76, 77, 80, 81, 82, 83, 84, 85, 88, 89, 90, 91, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 135, 136, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 169, 170, 171, 175, 176, 178, 185
Enrollment, 36, 80, 90, 91, 115, 117, 140, 141, 142, 155, 170
Equity, 13, 62, 132, 134, 135, 136, 137, 186
Equivalent Unit, 8, 15, 35, 36, 37, 41, 42, 47, 50, 52, 55, 57, 58, 59, 60, 61, 117, 156, 157, 158, 163, 164
Evaluation(s), 33, 35, 38, 39, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 78, 90, 132, 170, 171
Evidence, 19, 24, 25, 26, 29, 63, 66, 67, 71, 75, 78, 137, 142
Excessive, 79, 80
Exclusive, viii, 1, 3, 8, 13, 34, 111, 153, 155
Expense(s), 26, 76, 81, 84, 99, 106, 146
Extension, 4, 16, 36, 38, 48, 56, 63, 90, 91, 99, 100, 110, 127, 128, 156, 168, 169, 170, 171, 172, 176, 178
External, 55, 124

F

Facility (ies), 8
Facility(ies), 2, 7, 118, 146
Faculty Hearing Panel, 17, 18, 19, 70
Faculty Unit Employee(s), 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 32, 33, 34, 35, 37, 38, 39, 44, 45, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 76, 77,

82, 88, 89, 90, 91, 97, 99, 100, 101, 103, 104, 105, 106, 107, 108, 109, 110, 111, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 139, 140, 142, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172
Family, 100, 101, 102, 104, 110, 112, 113, 140, 142, 143, 160
Family Care, 100, 101, 102, 104, 110, 113
Fee Waiver, 114, 115, 116, 117, 118, 119
Fee Waiver Program, 116, 117, 118, 119
Fee(s), 26, 90, 93, 95, 106, 107, 114, 115, 116, 117, 118, 119, 146
FERP, 42, 60, 126, 127, 128, 129, 159, 185
Final Decision, 26, 33, 49, 50, 51, 52, 72
Fiscal Year, 5, 41, 80, 83, 112, 127, 130, 132, 137, 139, 146
Foster Care, 100, 101, 104

G

Gender, 62
General Salary Increase(s), 132, 133, 186
Good Faith, 16, 154
Government Code, 5, 13, 101, 140, 141, 145, 178
Grievance Form, 15, 16, 181
Grievance(s), 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 31, 37, 65, 88, 97, 113, 131, 135, 136, 139, 168, 169, 171, 181
Grievant(s), 13, 14, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 29, 30, 31, 66, 76

H

Health, 95, 97, 99, 100, 101, 102, 103, 107, 118, 119, 123, 125, 131, 140, 142, 144, 153, 154, 185
Health Facilities Fee, 118
Hearing(s), 17, 18, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 41, 68, 69, 70, 71, 73, 74, 75, 76, 107
HEERA, viii, 1, 2, 5, 145, 155

I

Identification Card Fee, 118, 119
Implementation, 2, 6, 63, 72, 89, 114, 119, 155, 169, 186
Incorporated by Reference, 33, 53
Incumbent, 1, 47
Index, 33, 53
Instructional Faculty, 78, 79, 91, 92, 93, 123, 132, 168, 171, 172, 175, 176, 177, 178, 186
Internet, 7
Interpretation, 12, 16, 185, 186
Inversion, 132

J

Jury Duty, 106

L

Layoff, 37, 66, 90, 102, 109, 128, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164
Leave of absence, 48, 49, 99, 100, 101, 102, 103, 104, 109, 120, 124, 128, 148, 150
Lecturer(s), 17, 39, 40, 41, 47, 94, 96, 97, 132, 133, 140, 141, 142, 175, 176
Level I, 15, 16, 17, 18, 20, 21, 27, 29, 30, 51, 143
Level II, 16, 20, 21, 27, 29, 51, 143
Liability, 22
Librarian(s), 4, 42, 51, 56, 81, 82, 83, 84, 90, 122, 124, 127, 132, 156, 177

M

Mail, 7, 8, 14, 20, 22, 66, 160, 162, 165
Management, 1, 2, 12, 82, 88, 169
Mediation, 28, 29
Medical Leave, 100, 101, 102, 104
Meet and Confer, 2, 6, 7, 146, 155, 173
Misconduct, 66, 67, 68, 69
Modification, 1, 2, 24, 64, 68, 71, 75, 185

O

Off Campus, 81, 84
Office Hours, 30, 78, 90, 117, 171
Office of the Chancellor, 2, 3, 20, 21, 22, 27, 31, 72
Official, 5, 7, 8, 10, 19, 32, 35, 36, 39, 49, 50, 64, 65, 76, 90, 117, 146, 164, 170
Outside, 56, 100, 106, 114, 123, 126, 151, 183
Outside Employment, 100, 123, 126, 151, 183

P

Panel(s), 17, 18, 19, 22, 23, 29, 41, 69, 70
Parental Leave, 100, 102, 104, 105, 110
Parties, viii, 1, 5, 6, 7, 12, 13, 14, 18, 19, 20, 22, 23, 24, 26, 27, 28, 29, 30, 31, 37, 41, 47, 55, 56, 66, 70, 71, 73, 74, 75, 76, 79, 80, 85, 95, 98, 107, 136, 137, 138, 139, 145, 146, 166, 167, 172, 185
Pay, 11, 22, 25, 39, 47, 48, 49, 63, 66, 71, 72, 76, 77, 83, 90, 91, 92, 93, 94, 95, 96, 97, 99, 100, 101, 102, 103, 104, 106, 107, 108, 109, 110, 113, 114, 118, 119, 120, 124, 125, 128, 129, 131, 132, 138, 145, 148, 149, 150, 155, 165, 169, 170
Payrolls, 11, 99
Peer Review, 41, 54, 56, 57, 58, 59, 60, 61, 62
PERB, 1
Performance Review, 5, 33, 49, 50, 51, 52, 55, 57, 59, 60, 61, 62
Periodic Evaluation, 5, 33, 37, 52, 56, 57, 58, 59, 60
Personnel Action File, 5, 31, 32, 33, 34, 35, 53, 54, 55, 56, 57, 58, 59, 60, 62, 64, 65, 117, 139, 157, 158
PIMS, 8, 97

Police Records, 35
Pool, 10, 37, 47
Post-Hearing Briefs, 18, 24, 26, 75
Preference, 42, 166, 171, 172
Pregnancy, 48, 49, 62, 101, 104, 110
President(s), 5, 8, 12, 14, 15, 16, 18, 19, 20, 25, 29, 32, 33, 34, 35, 38, 40, 41, 42, 47, 48, 49, 50, 51, 52, 53, 54, 55, 57, 58, 61, 62, 63, 66, 67, 68, 69, 70, 71, 72, 73, 77, 83, 85, 90, 91, 100, 101, 102, 103, 104, 107, 110, 111, 112, 113, 114, 115, 120, 121, 122, 123, 125, 126, 128, 130, 131, 137, 139, 148, 150, 152, 153, 156, 157, 158, 159, 160, 161, 162, 163, 170, 171, 172
Prior Practice, 6, 80, 167
Pro Rata, 83, 84, 90, 91, 108, 129, 131, 149
Probation, 4, 47, 49, 51, 66
Probationary, 3, 4, 20, 24, 25, 26, 35, 41, 42, 47, 48, 49, 50, 51, 57, 59, 60, 61, 85, 94, 95, 96, 100, 102, 115, 120, 124, 125, 139, 156, 157, 159, 160, 161, 162, 163
Procedural Error, 25, 137
Procedure(s), 1, 6, 13, 14, 15, 16, 17, 20, 22, 23, 25, 27, 28, 29, 33, 35, 38, 40, 41, 50, 52, 55, 57, 61, 65, 66, 68, 69, 72, 74, 75, 88, 89, 92, 94, 99, 113, 115, 116, 135, 136, 139, 145, 146, 153, 155, 162, 168, 169, 171, 185, 186
Professional Development, 78, 103, 114, 115
Professional Leave, 48, 49, 99, 103, 114
Promotion, 13, 14, 20, 23, 24, 25, 26, 33, 51, 52, 55, 57, 61, 62, 65, 66, 81, 82, 123, 126, 129, 133, 138, 185
Punitive, 33, 55, 77

R

Ratio, 85
Reason(s), 17, 19, 20, 31, 33, 34, 48, 52, 53, 55, 58, 59, 62, 63, 64, 67, 71, 75, 77, 81, 90, 99, 100, 101, 102, 104, 115, 121, 125, 132
Reasonable, 30, 34, 102, 117
Reassignment, 10, 11, 13, 14, 24, 66, 77, 154, 155, 160, 161, 163, 164
Reduction, 37, 47, 81, 93, 105, 114, 128, 129, 130, 145, 150, 156, 157, 163, 164
Release Time, 9, 10, 30, 76, 107, 117, 170
Religion, 62
Representation, 16, 19, 22, 55, 68, 69, 71, 154, 155, 185
Representative(s), viii, 1, 3, 8, 9, 11, 12, 15, 17, 19, 20, 21, 26, 30, 31, 56, 62, 64, 67, 68, 69, 71, 72, 76, 112, 154, 155, 168
Reprimand, 64, 65, 66
Reprisal, 10, 29
Research, viii, 78, 79, 81, 82, 103, 119, 124
Retention, 33, 49, 50, 55, 60, 61, 62, 81, 82, 87, 157
Retirement, 9, 52, 60, 61, 84, 95, 113, 126, 127, 129, 130, 131, 143, 144, 145, 156, 157, 186

S

Sabbatical, 78, 79, 100, 103, 114, 119, 120, 121, 122, 123, 124, 129, 131, 156, 185
Salaries, 131, 140
Salary, 9, 10, 13, 25, 35, 37, 40, 77, 83, 84, 89, 90, 91, 92, 93, 97, 103, 106, 107, 111, 121, 122, 124, 125, 126, 127, 128, 131, 132, 133, 134, 138, 139, 140, 150, 162, 163, 170, 172, 173, 179, 185
Sanction, 67, 71, 72, 75, 77
Scholarship, 78, 124
Seniority, 9, 84, 100, 102, 103, 123, 126, 158, 160, 161, 162
Service, 7, 9, 17, 18, 37, 38, 40, 47, 48, 51, 62, 63, 66, 70, 78, 80, 81, 82, 84, 94, 100, 101, 102, 103, 106, 113, 116, 120, 121, 123, 124, 125, 126, 127, 129, 131, 132, 138, 139, 140, 143, 144, 149, 150, 162, 165, 182, 185
Service Credit, 9, 47, 100, 103, 113, 123, 126, 162, 165
Service Salary Increase, 37, 40, 94, 100, 103, 123, 132, 138, 139, 165, 185
Sexual Orientation, 62
Sick Leave, 9, 49, 84, 94, 100, 101, 104, 105, 108, 109, 110, 111, 112, 113, 114, 123, 126, 129, 131, 149, 150, 162, 165
Similar, 31, 36, 37, 38, 65, 142, 163, 172
Simple Majority, 41, 62
Spouse, 100, 101, 102, 104, 105, 110, 116, 118, 119, 142, 145
Statutory, 13, 15, 16, 17, 18, 24, 28
Strike, 12, 24, 27, 74
Student Evaluations, 55, 56, 57, 58, 59, 60
Student(s), viii, 42, 52, 53, 55, 56, 57, 58, 59, 60, 62, 78, 79, 80, 84, 85, 90, 91, 93, 96, 97, 105, 118, 119, 146, 155, 166, 168, 170, 177
Summer Session, 36, 38, 91, 93, 95, 127, 128, 176, 177
Supervision, 1, 79, 82, 102
Supervisory, 1, 2, 178
Suspension, 33, 63, 64, 66, 72, 73, 74, 77, 88, 169

T

Temporary, 3, 4, 26, 27, 28, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 56, 57, 58, 59, 63, 64, 66, 81, 88, 90, 92, 93, 99, 103, 108, 112, 115, 144, 145, 154, 155, 156, 157, 159, 160, 161, 164, 165, 166, 169, 170
Temporary Faculty, 3, 4, 26, 27, 28, 36, 38, 39, 40, 41, 42, 43, 44, 45, 47, 56, 57, 58, 59, 92, 93, 99, 103, 115, 156, 157, 159, 164, 165, 166
Tenure(d), 3, 4, 13, 14, 20, 24, 25, 26, 33, 35, 41, 42, 46, 47, 49, 50, 51, 52, 55, 57, 60, 61, 62, 65, 66, 81, 82, 85, 87, 92, 93, 94, 95, 96, 97, 100, 102, 115, 120, 125, 126, 128, 129, 130, 139, 156, 157, 158, 159, 160, 161, 162, 163
Terminal Year, 49, 50
Time Base, 3, 35, 37, 38, 39, 40, 43, 44, 45, 47, 79, 90, 95, 96, 123, 124, 127, 128, 130, 131, 140, 141, 142, 152, 155, 156, 162, 163, 164, 165, 166, 172
Time Limits, 15, 21, 29, 30, 130
Training, 82, 114, 117

Transfer, 66, 102, 113
Trustees, viii, 1, 3, 5, 6

U

Unreasonable, 79, 80

V

Vacation, 9, 84, 106, 107, 111, 112, 113, 114, 123, 126, 149, 150, 153
Veteran, 62
Veteran Status, 62

W

Weighted Teaching Units, 9, 10, 79, 80, 92, 93, 94, 98, 105, 140, 141, 142, 170, 182
Workers Compensation, 103, 117, 146
Working Conditions, 6, 13, 14, 24, 153
Working Personnel Action File, 5, 33, 53, 54
Workload, 79, 81, 92, 98, 105, 114, 122, 127, 152, 186
Written Notice, 16, 18, 39, 66, 68, 69, 70, 72, 83, 102, 138, 160, 161, 165, 172

Y

Year, 2, 5, 9, 11, 17, 28, 36, 38, 39, 40, 41, 43, 44, 45, 47, 48, 49, 50, 51, 57, 58, 59, 60, 65, 79, 80, 82, 83, 84, 89, 90, 92, 93, 94, 96, 97, 98, 99, 101, 103, 115, 120, 121, 122, 123, 124, 127, 135, 139, 141, 147, 149, 150, 153, 156, 160, 162, 164, 165, 166, 172, 173, 182