

Dear CSUN faculty members,
The CSU and CFA traded bargaining proposals on May 5, 2010. Below you will find the respective requests to bargain. Important issues will be negotiated including salary, workload, FERP and many others. Please share these with your faculty. Dave Ballard

**CFA-CSU Full Contract Bargaining
CFA's Initial Proposals
May 5, 2010**

Note: The following is a list of CFA's initial proposals for bargaining with CSU over a successor to the current collective bargaining agreement between the parties that is set to expire on June 30, 2010. CFA reserves the right to modify these proposals, and to introduce new proposals, during the course of bargaining.

Article 1: Recognition.

- Preserve and clarify bargaining unit work and bargaining unit classifications

Article 2: Definitions

- Clarify and update definitions

Article 3: Effect of Agreement

- Revise *inter alia* to clarify status of past practice

Article 4: Savings Clause

- Require final ruling on appeal before provision is voided

Article 5: Management Rights

- Revise *inter alia* to clarify status of past practice

Article 6: CFA's Rights

- Protect CFA access to unmonitored campus communications
- Provide for production of all information discoverable pursuant to CSU's duty to meet and confer in good faith under HEERA at minimal cost
- Adjust access to reimbursed and unreimbursed reassigned time

Article 7: CFA Security

- Delete "hold harmless" clause

Article 8: Faculty Participation

- Clarify role of and procedures for labor/management committee

Article 9: Concerted Activities

- Delete reference to “concerted activity”
- Delete Section 9.3

Article 10: Grievance Procedure

- Clarify definitions of “grievance” and “grievant”
- Ensure timely and efficient processing of grievances, including timely scheduling of hearings and right to consolidate grievances
- Ensure that back-pay remedies are not paid out of budget for instructions but out of budget for administration at the level at which the violation originated, *e.g.*, Chancellor’s Office, President’s Office, etc.
- Retain current authority of arbitrator in RTP cases
- Clarify scope of producible information and provide for production at minimal cost

Article 11: Personnel Files

- Strengthen substantive and due process rights regarding introduction of material into and removal from (W)PAF as well as access to and review of (W)PAF
- Clarify content and function of (W)PAF

Article 12: Appointment

- Clarify and strengthen appointment, entitlement, careful consideration and preference for work rights
- Eliminate “super preference” of administrators, student employees, and volunteers for bargaining unit work
- Apply rights regarding entitlements, careful consideration and preference for work equally to all bargaining work, including extension and self-support
- Give appropriate consideration to CSU teaching experience of applicants for tenure-track positions
- Develop and implement procedures that will improve and support the diversity of the faculty workforce

Article 13: Probation and Tenure

- Remove all special rights for administrators and ensure everybody is treated equally and fairly

Article 14: Promotion

- Clarify limitations on when faculty can be promoted and to what classification

Article 15: Evaluation

- See Article 11 above
- Clarify and strengthen substantive and due process rights regarding evaluation criteria and procedures
- Clarify the peer review process (*e.g.*, for coaches)
- Clarify the procedures for student evaluations and their role in the review process

Article 16: Non-Discrimination

- Expand protected categories
- Explicitly state that faculty unit employees retain all rights under state and federal anti-discrimination law, including the right to a judicial, non-arbitral forum for all such claims.

Article 17: Temporary Suspension

- Give faculty access to all information giving rise to and gathered during temporary suspension

Article 18: Reprimands

- Give faculty access to all information giving rise to reprimands
- Recognize reprimands as disciplinary action and make subject to Article 19

Article 19: Disciplinary Action Procedure

- Give faculty access to all information giving rise to disciplinary actions
- Ensure timely and efficient processing of appeals, including timely scheduling of hearings
- Impose heightened burden of proof by “clear and convincing evidence” and, if allegations involve moral turpitude or would expose employee to social stigma, “beyond a reasonable doubt”

Article 20: Workload

- Clarify maximum WTU direct instructional assignments for full-time positions and guarantee extra pay for all extra WTU
- Establish specific normal levels for class size of different course types, including on-line classes based on pre-budget crisis levels
- Establish specific, mandatory minimum workload credit for class sizes above normal levels for two (2) or more new preparations in one semester or quarter.
- Establish specific, mandatory workload credit for chair work, doctoral program work, counselor on-call, etc.
- Improve enforcement of existing work week limits for librarians and counselors

- Establish equal access to research, scholarship, creative activity, and service workload credit
- Require election of chair by the department and delete provision that chair serves “at the pleasure of the President.”

Article 21: Summer Term Employment

- Retain only the percentages of summer work that must first be offered to probationary and tenured faculty unit employees
- Otherwise delete and make summer term employment subject to all terms and conditions of employment as specified elsewhere in the agreement

Article 22: Leaves of Absence Without Pay

- Extend continuation of benefits at employer’s expense

Article 23: Leaves of Absence With Pay

- Extend duration of paid maternity/paternity leave
- Include witnesses in the interest of CFA under “Absence as a Witness”

Article 24: Sick Leave

- Increase sick leave
- Provide for pay-out of unused sick leave at employee’s request

Article 25: Professional Development

- Increase professional development opportunities and make them available to all faculty on an equal basis

Article 26: Fee Waiver

- Make fee waivers available to all faculty on an equal basis and eliminate restrictions
- Make fee waivers available to children up to a maximum age of 26 rather than “dependent children”

Article 27: Sabbatical Leaves

- Make sabbaticals available to all faculty on an equal basis
- Guarantee minimum number of sabbatical leaves per campus regardless of budget

Article 28: Difference in Pay Leaves

- Grant all difference in pay leaves approved by the department

Article 29 : Faculty Early Retirement Program

- Make faculty early retirement program available to all faculty on an equal basis

Article 30: Pre-Retirement Reduction in Time Base

- Make pre-retirement reduction in time base available to all faculty on an equal basis

Article 31: Salary

- Complete 2008-09 equity program for Associate and full Professors up to a total cost of \$7 million plus roll-over money
- As compact level funding is partly/fully restored to the CSU budget, pay a proportionate percentage of any unpaid 2008-09 and 2009-2010 raises until they are fully paid
- Provide for unconditional salary increases in each contract year
- Establish appropriate criteria for use of Lecturer L salary schedule

Article 32: Benefits

- Resolve issues of taxes on benefits for same-sex partners
- Give faculty at least the same benefits as administrators and executives
- Make emerita/emeritus status available to all faculty on an equal basis
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Article 33: Holidays

- Discontinue forfeiture of Personal Holiday and make all rescheduling of holidays subject to bargaining with CFA
- If the request of an employee for a personal holiday is denied, the administration must provide written reasons for the denial

Article 34: Vacation

- Eliminate limits on vacation accrual and forfeiture of unused vacation
- Provide for pay-out of unused vacation at employee's request

Article 35: Outside Employment

- Delete

Article 36: Additional Employment

- Eliminate for number of years equivalent to number of years in which no GSIs were paid, starting with 2008-09

Article 37: Safety

- Provide “safe zones” and other protection for all categories listed in Article 16

Article 38: Layoff

- Make determination of need for layoff subject to final and binding arbitration with appropriate remedial power
- Clarify that meeting and conferring on impact and consultation on alternatives be conducted before notice of layoff to faculty
- Negotiate “golden handshake” program
- Prohibit use of volunteers and visiting faculty and increased use of student employees in department with laid-off or non-reappointed/partially reappointed faculty
- Increase notice periods
- Extend seniority concept to each “cohort” in 38.11
- Maintain diversity as a consideration in layoff
- Eliminate all other “Exceptions to the Order of Layoff.”
- Broaden eligibility for reemployment list

Article 39

- Update, *e.g.*, to define “extraordinary University support” and include online materials

Article 40: Extension for Credit Employment

- Delete and make summer term employment subject to all terms and conditions of employment as specified elsewhere in the agreement

Article 41: Duration and Implementation

- Two-year duration

New Article: Academic Freedom

- Include new article on academic freedom

New Article: Outsourcing

- Include new article on outsourcing.

Appendices and Memoranda of Understanding

- Update

**The California State University's
Initial Collective Bargaining
Proposals**

Between

The Board of Trustees

of

The California State University

and

The California Faculty Association

(Unit 3 - Faculty)

May 5, 2010

Unit 3
2010 Successor Agreement Negotiations
California State University Bargaining Proposals

ARTICLE 6 – Union Rights

The University proposes clarifications in the Union release time provisions.

ARTICLE 10 – Grievance Procedures

The University will propose amendments to the existing grievance process with the purpose of increasing the efficiency of the grievance process, providing improved procedural and definitional clarity, and better delineation of the respective obligations and responsibilities of the parties within the process.

ARTICLE 12 – Appointment

The University proposes a comprehensive review of all current provisions in Article 12, to include clarification of ambiguous and/or contradictory language that has generated a disproportionate number of grievances. In order to promote quality in the academic program, the University will also propose amendments, including but not limited to, the appointment of temporary faculty, evaluation of temporary faculty, and the order of assignment of work to temporary faculty.

ARTICLE 15 – Evaluation

The University will propose amendments to the evaluation process, including the frequency of evaluations, the number of classes to be evaluated, student evaluations, and the incorporation of the use of new technologies into the evaluation process.

ARTICLE 19 – Disciplinary Action Procedure

The University will propose amendments to the existing disciplinary action procedure, with the purpose of increasing the efficiency of the process, providing improved procedural and definitional clarity, and better delineating the respective obligations and responsibilities of the parties within the process. The University will also propose amendments to provisions relating to the imposition of disciplinary sanctions.

ARTICLE 21 – Summer Term Employment

The University will make proposals to amend provisions relating to the operation of Summer Term Employment. These will include provisions clarifying and/or augmenting

summer term staffing, appointment, compensation, assignment, and the application of this Article to non-state supported summer sessions.

ARTICLE 29 – Faculty Early Retirement Program

The University will propose amendments to the Faculty Early Retirement Program, including appointment, assignments, duties and responsibilities, and the duration of program.

ARTICLE 31 – Salary

The University will propose amendments to the current salary structure, salary programs, and salary changes (to be determined in bargaining).

ARTICLE 35 – Outside Employment

The University will propose amendments to this Article, including provisions necessary to give effect to State Audit recommendations on outside employment.

ARTICLE 38 – Layoff

The University will propose amendments to the article to clarify and amend the lay-off process, including notice of lay-off, order of lay-off, options in lieu of lay-off, re-call rights and opportunities, re-employment rights, and general provisions.

ARTICLE 41 – Duration And Implementation

The University will propose provisions on the duration and implementation of the Agreement to be determined in bargaining.

Appendices

Review and update Appendix A through F as necessary.

Appendix G – Memoranda of Understanding (MOU)

- Review each MOU for relevance.
- Delete those that are irrelevant and obsolete.
- Modify or augment as required. Add active MOUs not currently in the Agreement, if any.

The University reserves the right to add to, modify or delete proposals for any/all Articles during the course of negotiations, in accordance with applicable laws.