



2014-2017
CSU-CFA Unit 3
Collective Bargaining Agreement
Overview

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Agenda

- Overview – Bargaining in Context
- Article by Article Review of Key Changes
- Questions

- **Article 2 – Definitions**

- Term “lecturer” defined for the first time
- Class codes include all AY and 12-month class codes used for temporary instructional faculty: 0357, 0360, 0361, 0364, 0365, 0393, 0557, 0560, 0564, 2158, 2308, 2358, 2359, 2369, and 2458

- **Article 10 – Grievance Procedure**
 - Discrimination complaints
 - Faculty member can still grieve violation of Article 16
 - However, complaints alleging discrimination, including grievances based on Article 16, will now be handled pursuant to CSU executive orders
 - Once investigation is complete, grievance process resumes
 - CFA “shall not unreasonably refuse CSU’s requests for extensions to the timeline” in order to complete the discrimination complaint procedures

- **Article 10 – Grievance Procedure**
 - Meaning of “response” and “file” in 10.2.f to include FAX and email (receiving party to acknowledge email)
 - Similar language around requests for arbitration (10.25)
 - Parties agree to accept first dates proposed for arbitration (with ability to reschedule if needed)
 - Grievance form revised for greater clarity

- **Article 10 – Grievance Procedure**
 - Eliminate elections for Faculty Hearing Panels.
 - All full-time faculty eligible; service by lecturers is optional
 - Instead of elected Chairperson of Faculty Hearing Panel, campus management and campus CFA each designate Co-Chairpersons.

- **Article 11 – Personnel Files**
 - Personnel action files may be stored electronically.
 - If contents of the PAF are stored electronically, information must be stored securely and access shall be limited to individuals authorized to view the file.

- **Article 12 – Appointments**

- Statement in 12.1 that appointments shall be made in accordance with Article 16.
- Clarification of the meaning of “similar assignment”:
 - ...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.**

- **Article 12 – Appointments**

- In 12.5, if class is cancelled prior to 3rd class meeting, lecturer is paid for the portion of the academic term worked prior to cancellation.
- In 12.5, clarify that partial or complete reduction in time base is not a layoff if the employee is a **temporary** part-time faculty unit employee
 - Same change in 38.47

- **Article 12 – Appointments**

- Preference for work during AY:

- One-year, full-time appointees dropped from 12.29.b.2 to *new* 12.29.b.5. Net effect is that 3-year, part-time lecturers must have entitlements met before 1-year, full-time lecturers
- Subsequent provisions in 12.29.b renumbered
- If insufficient work to sustain the 1-year full-time appointment, reduction in time base can be accomplished without need for layoff

- **Article 12 – Appointments**

- New 12.29.d to address the “16th unit” issue:

- If necessary to assign more than 15 WTU/term to meet the requirements of 12.29.a or 12.29.b, campus shall compensate for the overload or may provide commensurate workload reduction in a subsequent term (requires mutual agreement and consultation)
- 36.5 modified to create ability to pay the overload
- **Entitlement** never to exceed full-time in any term

- **Article 12 – Appointments**

- New 12.30 to allow for classification review for coaches and counselors

- Based on class standards
- Administrative process, comparable to staff classification reviews
- No grievances, but appeals may be submitted to a third party neutral
- Parties still negotiating terms of side letter to develop class standards for coaches and select the 3rd party neutral

- **Side Letter – Lecturers and Tenure-track Recruitments**
 - CSU agrees to track and report new data on tenure-track searches
 - Number of searches
 - Number of temporary faculty who apply
 - Number who receive on-campus interviews
 - Number offered appointment
 - Number who accept appointment
 - Due February 1 each year for appointments beginning that AY

- **Article 15- Evaluations**
 - Impacts of online teaching
 - Modified 15.3 to state that faculty teaching online are subject to all rights and conditions under this article
 - Collection and use of online course quantitative data shall only occur when required by campus policies and procedures
 - Change to 15.14: 5-day notice also required for online class visitation; also clarifies that “consultation” is about classes to be visited, schedule of visitation(s)

- **Article 15 – Evaluations**
 - 15.8 modified to specify that external reviewers can also contribute materials to the file
 - 15.8 modified to allow for electronic WPAFs
 - 15.12.a clarifies obligation of the employee to provide materials required by campus policy, except that evaluating committees and administrators provide materials required by policy but not accessible to the employee

- **Article 15 – Evaluations**
 - 15.12.b clarifies that closure date is for WPAF
 - In 15.12.b, clarifies that evaluations generated during the evaluation cycle are added to the WPAF without the need for special permission, and that the employee receives copies of all material added to the WPAF.

- **Article 15 – Evaluations**

- Modified 15.18 to include counselors and coaches as well as librarians as groups for whom a student evaluation program may be developed.
- New 15.30 to allow for postponement of an evaluation for a 3-year appointment when the faculty member is on an authorized leave.
 - Appointment automatically extends through term in which evaluation occurs; if 3-year appointment granted, start date is beginning of AY after original expiration date

- **Article 20 – Workload**
 - Changes to 20.1 acknowledging responsibilities associated with online teaching and other duties performed online
 - Change to 20.2.d to state that if a part-time lecturer is assigned additional WTU, the lecturer must be compensated for the additional WTU at the regular rate of pay
 - Expansion of factors to be considered in assigning workload (20.3.b)

- **Article 20 – Workload**
 - Cleanup: consistent use of “librarian faculty unit employee” and “counselor faculty unit employee”
 - Modifications to 20.13 and 20.14; librarian or counselor may request a particular schedule, specifying times and locations where work will be performed; normally required to be on campus based on work year **or schedule**

- **Article 20 – Workload**
 - AY or 10 month coaches shall not be required to work outside their work years (20.26)
 - New 20.36: for the three years of the agreement, newly hired tenure-track faculty shall not be assigned more than 18 WTU of direct instruction per year (semester) or 24 WTU per year (quarter). Applies to the first two years for individuals hired in 2014/15 and 2015/16, and for one year for individuals hired in 2016/17

- **Article 20 – Workload**

- New 20.37: Creation of pool of WTU worth \$1.3 million to be awarded for exceptional service to students

- Cost based on replacement rate
 - Allocated based on FTES
 - Academic Senates to develop criteria and procedures
 - Banking allowed in first year
 - All faculty (including lecturers) eligible to apply

- **Article 23 – Leaves of Absence With Pay**
 - For consistency, change any remaining references to “maternity/paternity leave” to “parental leave”
 - Additional flexibility for parental leave
 - Add new section 23.6.c
 - Faculty member may combine paid parental leave, sick leave, and unpaid leave in order to take an entire term off; paid leave need not be exhausted before unpaid leave is taken
 - Clarification that 23.6.b and 23.6.c apply to those with AY instructional duties

- **Article 23 – Leaves of Absence With Pay**
 - Modification of 23.19 to allow President to grant emergency leave to faculty unit employees who require leave due to violent crime, domestic violence, and/or sexual assault

- **Article 27 – Sabbatical Leaves**
 - Denying sabbaticals for impact on curriculum or department operations
 - If a Sabbatical Leave was denied in the immediate year prior based on these factors, and application submitted for the following academic year cannot be denied based on these factors.

- **Article 31 – Salary**

- New categories of increases for 2014/15.

- Salary Recovery Adjustments

- Lecturer Salary Corrections

- Order of application of increases:

- Lecturer Salary Corrections, General Salary Increases, Salary Recovery Adjustments, and Equity Increases.

- **Article 31 – Salary**

- GSI for 2014/15.

- 1.6% effective July 1
 - Applies to everyone except new hires

- Lecturer Salary Corrections:

- Effective July 1
 - Lecturer L abolished
 - Faculty in Lecturer L as of July 1 moved to lecturer A with minimum 5% increase

- **Article 31 – Salary**

- Lecturer Salary Corrections continued:

- Lecturers with appropriate terminal degree in Lecturer L or A as of July 1 moved to Lecturer B with at least 5% increase
- Lecturers may not be appointed in L after July 1
- Lecturers with appropriate terminal degree may not be appointed in L or A after July 1

- **Article 31 – Salary**

- Salary Recovery Adjustments:

- Tenured and probationary faculty with salaries below the SSI max **as of 7/1/14** get 3% (but only up to SSI max)
- Lecturers and other temp faculty with 3-year appointments as of 7/1/14 also get 3% up to SSI max
- *New* 3-year lecturers in 2014/15 get it at the start of the appointment
- Coaches with six years in the same class at a campus and below SSI max also get 3% up to SI max
- Rehired annuitants and FERP not eligible
- These are in addition to GSI and compound with it

- **Article 31 – Salary**

- System equity:

- Eligible faculty will be a *subset* of tenured and probationary faculty getting salary recovery adjustments
- Assistant professors (and equivalent) as of 7/1/14 who are below SSI max after SRA are applied and were hired 7/1/2006 or later
- Associate and full professors (and equivalent) as of 7/1/14 who are below SSI max after SRA and were hired 7/1/2000 or later

- **Article 31 – Salary**

- System equity continued:

- For each rank, calculate total cost to bring everyone up to SSI max. Apportion the 2 million dollars based on this total cost by rank.
 - For each rank, do the same apportionment by cohorts based on when the faculty members were hired.
 - Once the pool for each rank and year is established, divide equally among everyone in that rank and year.
 - The dollar increase to be applied for each rank and year will be calculated centrally.

- **Article 31 – Salary**

- Campus based equity

- Must address campus equity issues including, but not limited to, inversion and compression
- Must use criteria developed based on a campus-wide review of salaries
- CFA must be consulted
- Separate appeals process rather than grievances
- Campus reporting to CFA is required

- **Article 31 – Salary**

- SSIs

- No SSIs negotiated for 2014/15
- Other language around SSIs remains intact

- Reopeners

- For 2015/16, parties to re-open on salary no earlier than May 1, 2015
- For 2016/17, parties to re-open on salary no earlier than May 1, 2016.

- **Article 32 – Benefits**

- Freeze on parking rates for 2014/15 (32.22)
- Parking fees are subject to re-openers along with salary in 2015/16 and 2016/17

- **Article 36 – Additional Employment**

- To accommodate “16th unit” change, new 36.5.d allows for overage if the work “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) (8).”
- New language to state that in no case shall a faculty unit employee’s entitlement to subsequent employment exceed full time.

- **Article 37 – Safety**

- New language in 37.3: “The CSU shall inform faculty unit employees of all campus safety policies, including information about employee safety training, by electronic mail or otherwise.”
- Addition of words “in writing” in 37.6 and 37.7 to clarify that management must provide a written response to employees who notify management of safety issues or request reassignment for safety reasons.

- **Article 39 – Intellectual Property**
 - Expanded list of works that “may include, but shall not necessarily be limited to..” in provision 39.3
 - Includes works used in connection with online or hybrid instruction, transmitted electronically, and/or stored on CSU or 3rd party servers.
 - Now specified that unless there is a separate agreement to the contrary, neither the CSU nor 3rd party providers are entitled to grant licenses or make assignment of such materials to publishers, publishing agents, or any 3rd party.

- **Article 39 – Intellectual Property**
 - In 39.6 (addressing materials created with extraordinary University support), such materials **shall** be addressed by separate individual agreements at the campus.

- **Article 41 – Duration**
 - CBA to run until June 2017.
 - Add sentence to 41.3 requiring the CSU to request funding in amounts sufficient to meet the obligations of the agreement
 - If less than the amount needed to implement the Agreement is appropriated in any given year, full contract subject to meet and confer (except that salary re-openers are controlled by 31.8 and 31.9)
- **All other Articles remain status quo**

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