


CSU/CFA  
Compilation of  
Tentative Agreements

01/26/2024

for cfa  


ARTICLE 20

WORKLOAD

For CSU  
  
1/24/24  
1/26/24

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 in a variety of modalities, they may perform other duties in a variety of modalities, 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. 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. Any faculty member who believes they have been assigned an excessive or unreasonable workload (including an excessive student load) may request to meet with the appropriate administrator regarding such assignment. Faculty members are encouraged to request the meeting as soon as the concern is known. The appropriate administrator shall meet with the faculty member within ten (10) days of such a request, and should provide a response within five (5) days of the meeting. Meeting with an administrator is not required in order to file a grievance over Article 20.
  - 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 their regular rate of pay for all WTUs assigned.
- 20.3
- a. Members of the bargaining unit shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable workload or schedule.

- b. In the assignment of workload, consideration shall be given at least to the following factors: graduate instruction; course modality; 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 or course modality; research, scholarly, and creative activities; advising; student teacher supervision; thesis supervision; supervision of fieldwork; service learning; student success initiatives; assessment and accreditation activities; and service on department, college, or University committees.
- c. In determining what is "excessive" or "unreasonable" under this section, the items listed under 20.3(b), as well as the number of students seeking to take courses in the academic area, the distribution of student enrollment, the level of support provided the program, and the effects of the introduction of new instructional technologies, and the prior practices of the University shall be among the primary elements to be considered. The parties agree that consideration of the prior practices of the University shall include the calculation of Weighted Teaching Units in prior years.

### Work Year

- 20.4 The work year of an academic year employee shall not exceed one hundred eighty (180) workdays or days in lieu thereof. This provision shall not preclude the establishment of an academic year calendar equaling less than one hundred eighty (180) days. The campus academic calendar shall establish workdays of academic year employees.

### Ten (10) Month Work Year

- 20.5 The work year of a full-time ten (10) month employee shall be the number of fiscal year workdays within the assigned ten (10) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned ten (10) months. The appropriate administrator shall determine the ten (10) months of an employee's work schedule.

Twelve (12) Month Work Year

- 20.6 The work year of a full-time twelve (12) month employee shall be the number of fiscal year workdays within the assigned twelve (12) months. Such employees shall be available for scheduled assignments on fiscal year workdays or on any day of the week in lieu thereof within the assigned twelve (12) months.

Work Hours – Casual Employment

- 20.7 Casual employment employees may be assigned on an hourly or a per job basis.

Substitute Assignments

- 20.8 A faculty employee who is assigned temporary substitute duty of a short duration, which shall normally be up to twenty (20) days, shall be compensated at the faculty substitute rate. Temporary substitute assignments of a longer duration, which shall normally be greater than twenty (20) days, shall be compensated by an appropriate workload reduction as soon as practicable or, if the employee is not employed in the next academic term, the employee shall be appropriately compensated upon separation for the class hours taught. For compelling reasons, a faculty employee may decline such an assignment. Nothing in this provision shall preclude faculty employees from making informal voluntary substitute arrangements of short duration with a University colleague, subject to the approval of the department chair.

Librarian Faculty Unit Employees: Assignment of Responsibility

- 20.9 The assignment of a librarian faculty unit employee may include, but shall not be limited to, library services, reference services, circulation services, technical services, on-line reference services, teaching in library subject matter, service on systemwide and campus committees and task forces, and activities that foster professional growth, including creative activity and research. The nature of such assignments shall correlate closely with activities expected of librarian faculty unit employees to qualify for retention, tenure, and promotion and, following tenure, activities expected of librarian faculty unit employees in order to maintain their role as contributing members of the bargaining unit.

Such assignments shall be made by the appropriate administrator after consultation with the librarian faculty unit employee.

- 20.10 A librarian faculty unit employee may be assigned by the appropriate administrator to serve at off-campus locations. Prior to making such an assignment, agreement of the librarian faculty unit employee shall be sought. A librarian faculty unit employee shall be reimbursed for approved expenses incurred by such assignment at off-campus locations. Assignments/schedules may be adjusted when such assignment to an off-campus location requires travel time greater than the travel time from the employee's home to the main campus.

#### Counselor Faculty Unit Employees: Assignment of Responsibility

- 20.11 The assignments and responsibilities of a counselor faculty unit employee may include but shall not be limited to individual counseling, group counseling, consultation and referral, case management (including record keeping), intern training and supervision, teaching, service on systemwide and campus committees and task forces, and activities that foster professional growth including creative activity and research. The nature of such assignments shall correlate closely with activities expected of counselor faculty unit employees in order to qualify for retention, tenure/ permanency, and promotion, and after tenure/permanency, activities expected of counselor faculty unit employees in order to maintain their roles as contributing members of the campus community. Such assignments, including adequate time for non-direct service activities, shall be made by the appropriate administrator after consultation with the counselor faculty unit employee. This consultation shall include consideration of the amount of time necessary for the successful completion of counselor responsibilities within the counselor workweek. All such counselor faculty unit employee assignments and schedules shall be made pursuant to provision 20.15.

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

The parties recognize the importance of adequate student mental health resources. Campuses that have less than 1 FTE counselor (excluding trainees)

for every 1,000 to 1,500 students, should endeavor to reach this goal. The parties agree to meet in 2026 to discuss the CSU's efforts to increase counselor staffing.

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 [Intentionally left blank to preserve later provision references in this Article.]
- 20.14 A librarian or counselor faculty unit employee shall normally be required to be on campus on their workdays as defined by their work year or work schedule. A librarian or counselor faculty unit employee may request a particular work schedule, specifying times and locations (including telework) in which work is to be performed. All such schedules shall be subject to approval by the appropriate administrator.
- 20.15 The Assignment/Schedule of a full-time librarian or counselor faculty unit employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time librarian or counselor faculty unit employee.
- 20.16 A librarian faculty unit employee employed on a twelve (12) month basis in a fiscal year may elect to be employed for one (1) or more fiscal years on a ten (10) month basis. A librarian faculty unit employee shall provide written notice to the appropriate administrator at least six (6) months prior to the proposed effective date of the 10/12 work plan.
- 20.17 A librarian faculty unit employee may elect the 10/12 work plan for one (1) or more fiscal years. Once a librarian faculty unit employee has filed a notice of election and been approved to participate in the 10/12 work plan for more than one (1) fiscal year, an alteration of one (1) or more fiscal years from those originally chosen shall be subject to approval by the President.
- 20.18 A 10/12-work plan yearly schedule shall provide that the appropriate periods of time in work status and non-work status shall be scheduled within one (1) fiscal year.

- 20.19 During an initial year of employment, a yearly schedule for a librarian faculty unit employee in the 10/12 work plan program shall normally be ten (10) consecutive pay periods in work status followed by two (2) consecutive pay periods in non-work status. In subsequent years, the two (2) months in non-work status need not follow the ten (10) months in work status.
- 20.20 At the time of election and approval to participate in the 10/12 work plan, the librarian faculty unit employee shall identify the two (2) months in non-work status. The appropriate administrator shall approve the two (2) month period unless it is determined by the appropriate administrator that library operations will be impaired. Should this occur, the appropriate administrator shall designate at least two (2) alternate two (2) month periods from which the librarian faculty unit employee will choose one (1).
- 20.21 A librarian faculty unit employee participating in the 10/12 work plan shall receive their ten (10) month annual salary in twelve (12) equal salary payments and appropriate benefits on a twelve (12) month basis.
- 20.22 A librarian faculty unit employee moving from a twelve (12) month status to the 10/12 work plan shall retain their salary anniversary date.
- 20.23 A librarian faculty unit employee on the 10/12 work plan shall accrue sick leave, vacation, and seniority credit during the full twelve (12) month period.
- 20.24 Ten (10) months of service by a librarian faculty unit employee in the 10/12 work plan shall constitute one (1) year of service for employment status matters, merit salary adjustment, and retirement.



20.X1 A counselor faculty unit employee who is employed on a twelve (12) month basis may request to be employed on an academic year basis or ten (10) month basis. A counselor faculty unit employee shall provide written notice to the appropriate administrator of such a request, at least six (6) months prior to the start date of the requested effective academic year. Approval of the request is at the discretion of the appropriate administrator, and the academic year or ten (10) month assignment may be changed (converted back to twelve (12) month basis) based on the operational needs. If the appropriate administrator denies the request the appropriate administrator will provide a written reason as to the denial to the counselor faculty unit employee within thirty (30) days of the request. The appropriate administrator must provide a written reason if the academic year or ten (10) month assignment is changed (converted back to twelve (12) month basis) at least six (6) months prior to the start date of the effective academic year.

#### 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 their work year.

#### Coaching Employees Assignments and Schedules

- 20.27 At the request of the coaching employee, the appropriate administrator shall discuss assignments and future assignments with the coaching employee. Assignments pursuant to this Article shall be made by the appropriate administrator.

- 20.28 The coaching employee may request a particular schedule within the confines of program requirements. All schedules shall be subject to approval of the appropriate administrator.

#### Coaching Employees Work Hours

- 20.29 The work hours of a full-time coaching employee shall be an average of forty (40) hours in a seven (7) day period. This provision shall apply pro rata to a less than full-time coaching employee.

#### Department Chair Assignments

- 20.30 Department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment.
- 20.31 Such department chairs shall perform duties and carry out responsibilities assigned by the President.
- 20.32 Such department chairs shall be appointed by the President and shall serve at the pleasure of the President.

#### Marginal Cost Funding Increase

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

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

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

Academic Year Assignments

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

Reduction in Instructional Assignments for New Probationary Faculty

- 20.36 To assist new probationary faculty employees with establishing their programs of research, scholarship, and/or creative activities, and carrying out other activities that would support them in meeting the requirements for retention, tenure, and promotion, the CSU agrees to fund the following reductions in instructional assignments during the first two years of a faculty member's probationary period.

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

A campus may further reduce instructional assignments below these maxima. Assigned time provided in 20.36i 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.

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 of this agreement, CSU campuses will collectively provide 900 Weighted Teaching Units (WTUs) every academic year, allocated based on campus full-time equivalent students (FTES), to provide assigned time to faculty employees who are engaged in exceptional levels of service that support the CSU's priorities, but who are not otherwise receiving an adjustment in workload to reflect their effort. The allocation of awards shall not result in less than 3 WTUs for any individual campus.

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

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

Awards shall consist of WTUs and may be banked for use in the next academic year. Campuses shall establish timelines 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 committee shall be final and binding and not subject to Article 10 of this Agreement. Awards granted after appeal shall be funded from the subsequent fiscal year's obligation for this program and shall not exceed 10% of the annual obligation. Any unused WTUs from this program shall roll over for use in the following Academic Year.

Campuses shall assign all WTUs designated for this program. Each campus shall provide an accounting of assigned time for this program for the prior fiscal year by no later than November 1 of the subsequent year.

#### Assigned Time for Temporary Faculty Unit Employees Performing Institutional Service

20.X2 For each fiscal year of this agreement, CSU campuses will collectively provide a pool of 500 WTUs for each academic year, allocated based on campus full-time equivalent students (FTES), to provide assigned time to Temporary Faculty Unit Employees who perform institutional service that support the CSU's priorities. Such WTUs shall not be included as part of a temporary faculty member's future entitlement base, except where such WTUs were utilized to satisfy the time base entitlement. The allocation of the assigned time will be determined by the President (or designee), and the decision shall be final.

The allocation of the pool shall not result in less than 3 WTUs for any individual campus.

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1/25/2024

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 and;
  - The employee's, spouse's or domestic partner's: parent, grandparent, grandchild, child, child-in-law, sibling, parent's sibling, stepchild or stepparent and;
  - Close relative or persons residing in the immediate household of the employee (except domestic employees or roomers);
  - 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 fifty (50) 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.

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- 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 their spouse or partner is also a faculty unit employee, one spouse/partner may donate all or part of their parental leave to the other spouse or partner with the approval of the appropriate administrator(s).
  - b. Reduction in workload in lieu of parental leave. Upon request of the faculty unit employee and approval of the appropriate administrator, a faculty unit employee with an academic year appointment may be given a reduced assignment over one academic term in lieu of a **fifty (50)** day parental leave, as follows:
    - i. A workload reduction of **at least sixty percent (60%) (at least 9 WTUs)** for one semester, or
    - ii. A workload reduction of **one hundred percent (100%) (15 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 their regular salary only if they remit 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, their time off for jury duty is not compensable. The employee may elect to use vacation or CTO to cover the time off.
- 23.8 An hourly faculty unit employee shall be eligible for time off with pay for jury duty only for those hours they were scheduled to work.
- 23.9 A faculty unit employee, upon receipt of initial notification for jury duty, shall promptly notify the appropriate administrator.
- 23.10 The faculty unit employee shall notify in writing the appropriate administrator prior to taking leave for jury duty. Verification of actual service for jury duty shall be provided by the faculty unit employee when requested by the appropriate administrator.

#### Leave to Vote

- 23.11 A faculty unit employee who would otherwise be unable to vote outside of their regular working hours may be granted up to two (2) hours of work time without loss of pay to vote at a general, direct primary, or presidential primary election.
- 23.12 A faculty unit employee shall be required to request such leave time from the appropriate administrator at least two (2) working days prior to the election.



Absence as a Witness

- 23.13 A faculty unit employee serving as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall seek the payment of witness fees. Whenever possible, a faculty unit employee shall confer with the attorney requesting their appearance to determine whether certified copies of appropriate documents would be suitable and would eliminate the need for a court appearance.
- 23.14 A faculty unit employee who is absent as a court-subpoenaed witness or as an expert witness in the interest of the CSU shall be paid the normal salary for the corresponding period of absence. No portion of the employee's salary shall be forfeited as the result of such an appearance; however, all court fees (except personal travel and/or subsistence payments) shall be remitted to the CSU. If an exceptional circumstance occurs whereby the faculty unit employee does not remit such fees, an amount equal to the fees shall be deducted from the faculty unit employee's salary. No vacation or compensatory time off (CTO) shall be used in such cases.
- 23.15 A faculty unit employee who receives court fees in excess of regular earnings may keep the excess and need remit only an amount equal to the compensation paid the faculty unit employee while on leave. If the faculty unit employee chooses to retain the entire fee, then the time taken off shall be charged as vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.
- 23.16 A faculty unit employee serving as a court-subpoenaed witness on a holiday or while on vacation or on CTO shall serve on their own time.
- 23.17 A faculty unit employee who is serving as a witness under subpoena at governmental administrative hearings to which the CSU is a party shall be provided with release time for appearance at the hearing.
- 23.18 A faculty unit employee who is a party to a suit or who is an expert witness not serving in the interest of the CSU shall appear on their own time. The faculty unit employee shall be charged vacation or CTO, and if no vacation time or CTO is available, the faculty unit employee shall be docked for the period of absence.

Emergency Leave

- 23.19 An emergency leave with pay may be granted to a faculty unit employee by the President in the event of a natural catastrophe or an emergency situation that places the health or safety of the faculty unit employee **or the employee's immediate family** in jeopardy. The President may also grant emergency leave to faculty unit employees who require leave due to violent crimes, domestic violence, 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.

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ARTICLE 31

SALARY

For CSU  
1/26/24

- 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. Post-Promotion Increases pursuant to this Article in an amount set forth below.
  - d. Equity Increases – Increases intended to address faculty equity issues, including discipline-based salary inversion and compaction for those faculty evaluated according to the existing evaluation criteria, and making at least satisfactory progress, pursuant to Articles 31.10 -31.16.
- 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.

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- 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 nine percent (9%) on the salary schedule.
- 31.6 Range elevation for lecturers shall be accompanied by advancement of at least five percent (5%) on the salary schedule.

One-Time Payment

[Provision 31.7 applied only to the original ratification of this Agreement.]

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

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

General Salary Increases (GSI)

- 31.8 FY 2023/2024

For fiscal year 2023/2024, all Faculty Unit Employees in active status (or on leave) from July 1, 2023 through the time of processing, shall receive a GSI of 5% effective July 1, 2023, or at the date of appointment if after July 1, 2023 and before the date of processing.<sup>1</sup> 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.

Effective July 1, 2023, the minima on the salary schedules for Lecturer A and Lecturer B (including corresponding assistant professors, coaches, counselors, and librarians), shall be increased by \$3,000 each for Academic Year appointments (and the equivalent for other pay plans). These increases will be applied after the 5% GSI.

#### FY 2024/2025

For fiscal year 2024/2025, all Faculty Unit Employees shall receive a GSI of 5% effective July 1, 2024. 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.

Effective July 1, 2024, the minima on the salary schedules for Lecturer A (including corresponding coaches, counselors, and librarians), shall be increased by \$3,000 each for Academic Year appointments (and the equivalent for other pay plans). These increases will be applied after the 5% GSI.

For fiscal year 2024/2025, the General Salary Increase (GSI) of 5% will be provided, so long as the ongoing base funding from the state of California does not decrease from fiscal year 2023/2024 as set out in the final California Budget Act of 2023.<sup>2</sup> If there is a decrease in the ongoing base funding from the State of California in the California Budget Act of 2024, the parties agree to commence bargaining over Article 31 (Salary) and Article 32 (Benefits), consistent with past reopener bargaining, availing themselves of HEERA impasse procedures.

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<sup>1</sup> It is the intention of the parties to provide the GSI to all faculty on Fall 2023-only appointments, Winter quarter/Spring semester 2024-only appointments, and those newly hired between July 1, 2023 and the date of implementation.

<sup>2</sup> The parties agree that any portion of the budget appropriation that is of a one-time nature shall not be counted in the ongoing base funding amount. Any funding that has been redesignated from ongoing to one-time dollars in the last two years shall not be counted in this budget amount.

FY 2021/2022

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

FY 2022/2023

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

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

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

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

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

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

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

### Salary Re-openers

- 31.9 For Fiscal Year 2023/2024, the Union shall have the option to re-open negotiations on Articles 20, 23, 31, 32, and 37 (Workload, Leaves of Absence with Pay, Salary, Benefits, and Health and Safety) by providing a written request to the CSU after the Governor has released the May Revise, but prior to July 31, 2023.
- 31.10 If during the meet and confer process over salary and benefits, the parties cannot reach an agreement, then the parties shall use the impasse procedures within HEERA.

### Equity Increases

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

- 31.11 The CSU agrees to fund a system-wide equity program in the amount of \$2 million (two million dollars) in compensation increases to be distributed in Fiscal Year 2014-2015 to all tenured and probationary faculty unit employees who meet the following eligibility criteria as of July 1, 2014, and who are not rehired annuitants or participants in the Faculty Early Retirement Program:
- a. If the individual's current rank is Assistant Professor or equivalent, they were hired between Academic Years (AY) 2006-07 and 2013-14, and their base salary is below the SSI maximum.

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- b. If the individual's current rank is Associate Professor or equivalent, they were hired between AY 2000-01 and 2013-14, and their base salary is below the SSI maximum.
- c. If the individual's current rank is Full Professor or equivalent, they were hired between AY 2000-01 and AY 2013-14, and their base salary is below the SSI maximum.

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

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

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

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

- 31.12 Presidents may make awards<sup>3</sup> 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

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<sup>3</sup> The word "additional" was removed because Provision 31.11 is not being implemented for the term of this Agreement.



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.

#### Post-Promotion Increase

- 31.15 In Fiscal Year 2022-2023, for all eligible faculty, a Post-Promotion Increase of 2.65% shall be paid effective on faculty unit employees' anniversary date. The Post-Promotion Increase is a program for those senior faculty members (Full professors and Lecturer D faculty and equivalent librarian, counselor, and coaching faculty ranks) who have exhausted all their SSI eligibility.

#### Lecturer Range Placement

- 31.16 The CSU shall not appoint temporary faculty unit employees who possess terminal degrees appropriate to teaching in the discipline in the Lecturer A classification.

#### Service Salary Increases

- 31.17 To determine whether a faculty member has received the maximum allowable number of SSIs, one must deduct the amount of any FMIs they have received, regardless of the rank or classification in which they were awarded. The parties agree to continue this definition regarding SSI eligibility for those faculty who have received an FMI award.
- 31.18 A Service Salary Increase (SSI) refers to upward movement on the salary schedules. Such adjustments shall be determined by the CFA and CSU during negotiations annually, and shall be limited following appointment or the most recent promotion to no more than:
- a. four (4) steps on the salary schedule in effect prior to the 1995-98 Agreement, or
  - b. eight (8) Service Salary Step Increases under the salary schedule(s) in effect since that Agreement, or

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- 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 A Service Salary Increase shall be implemented only in Fiscal Year 2021/22, Fiscal Year 2023/24 and Fiscal Year 2024/25, effective on the faculty unit employees' anniversary date.
- 31.24 In a year in which the parties have agreed that a Service Salary Increase shall be paid, there shall be a two and sixty-five one hundredths percent (2.65%) Service Salary Increase upon the determination by the appropriate administrator that an employee has performed in a satisfactory manner in carrying out the duties of their position. Such a determination shall be after consideration of material in the employee's Personnel Action File. The Service Salary Increase shall be effective on the eligible employee's anniversary date.

Increases for Market

- 31.25 The President may grant a salary increase to a probationary or tenured faculty unit employee to address market considerations. Such increases shall not be bound by the eight (8) service increases referenced in provision 31.18. Applications for market adjustments shall be submitted by the faculty member to the department chair, with a copy to the President or designee, on forms

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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 reclassified to department chair in class codes 2481 and 2482 shall receive a minimum salary increase of one hundred sixty dollars (\$160.00) ~~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 eighty dollars (\$80.00) ~~forty dollars (\$40.00)~~ per month of service as chairperson at the time of reclassification.

The CSU shall adjust any current department chairperson's salary to ensure that they are receiving at least the new minimum salary increase compared to their base pay prior to reclassification to department chair. This adjustment shall not result in a reduction in the department chairperson's compensation. Such adjustment, if necessary, shall be effective July 1, 2023.

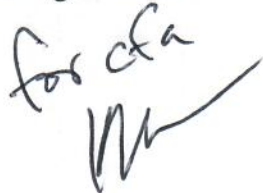
- 31.28 The salary increase identified in provision 31.27 shall be incorporated into the salaries of department chairpersons when they are placed on the salary ranges for class codes 2481, and 2482 identified in Appendix C. This increase shall be deducted from the salaries of department chairpersons effective on the date that their chairperson assignment ends.

### Direct Deposit

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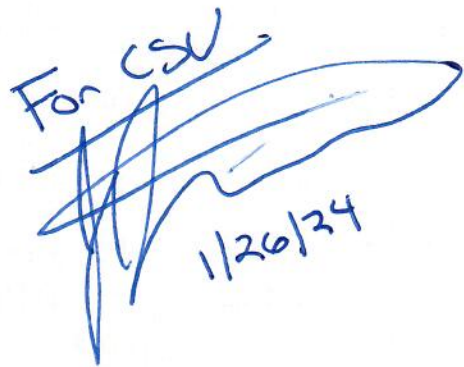
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31.29 The Direct Deposit program provided by the State Controller's Office will be made available to all bargaining unit employees determined eligible by the State Controller's Office.

*for cfa*  


ARTICLE 32

BENEFITS

*For CSU*  
  
*1/26/24*

Health Plan and Eligibility

- 32.1 Eligible employees and eligible family members as defined by CalPERS shall continue to receive health benefits offered through the CalPERS system for the life of this Agreement. Payment for these benefits shall be based on rates established by the CalPERS for participating members. The Employer shall contribute the amount required for such payments by Government Code Section 22871. This provision shall be applicable to all faculty unit employees whose eligibility for CalPERS health benefits derives from their employment in the faculty bargaining unit.
  
- 32.2 Eligible lecturers and coaches in academic year classifications who are appointed for at least six (6) Weighted Teaching Units (i.e., 0.4 time base) for at least one (1) semester or two (2) or more consecutive quarters shall be eligible to receive health benefits offered through the CalPERS system for the life of this Agreement. This unique enrollment criterion for health benefits is pursuant to Government Code 22772(4) and the negotiated Agreement between CSU and CFA and is subject to CalPERS rules and regulations.

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

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

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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



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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, natural child recognized by the parent, or a child living with the employee in a parent-child relationship who is economically dependent upon the employee is also eligible. A family member who is a disabled child over age twenty-six (26) may also be enrolled if, at the time of initial enrollment of the employee, satisfactory evidence of such disability is presented to the carrier consistent with the carrier's requirements. Upon attaining age twenty-six (26), a disabled child who is already enrolled may be continued in enrollment if satisfactory evidence of that disability is filed with the carrier in accordance with the carrier's criteria.

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

### Dental Plans

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

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

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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 their service retirement and is appointed at half-time or more.

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

Life Insurance, AD&D Plan and Disability Benefits

32.9 The CSU shall provide eligible employees as defined in 32.4 with a supplemental life insurance plan at no cost to the employee. This plan shall provide life insurance during the term of employment in the amount of fifty thousand dollars (\$50,000). This provision shall be exempt from the conditions set forth in provisions 32.8 and 41.3.

32.10 The CSU shall provide eligible employees as defined in 32.4 with fifty thousand dollars (\$50,000) accidental death and dismemberment insurance at no cost to the employee.

32.11 The CSU shall provide eligible employees as defined in 32.4 with a disability income protection plan at no cost to the employee. The level of benefits shall equal the CSU Group Long Term Disability Plan in existence on January 1, 1996.

32.12 The campus Human Resources Office shall make available information concerning an employee's rights under Nonindustrial Disability Insurance (NDI), Industrial Disability Leave (IDL), Temporary Disability, Social Security and CalPERS or CalSTRS retirement options.

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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 they have 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.

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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 California Department of Human Resources (CalHR). The total cost of this CalHR plan shall be paid by participating employees in the form of a seven and one-half percent (7.5%) pre-tax reduction from a participating employee's covered wages each pay period. There shall be no cost to the CSU.

Recreational Facilities

- 32.20 Employees shall have access to campus recreational facilities when the appropriate administrator has determined that such access does not interfere with the students' use of the facilities. A nominal fee to cover CSU costs may be charged. Use of campus recreational facilities by a faculty unit employee pursuant to the terms of this provision shall be wholly voluntary and, for the purpose of workers compensation, any time spent in the use of these facilities shall not be counted as time worked.

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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 During Fiscal Years 2023/2024 and 2024/2025 monthly parking fees may be increased by no more than the percentage of the General Salary Increase received by faculty unit employees during that fiscal year.

Increases may be implemented at any time during the fiscal year, but campuses may not increase parking fees more than once per fiscal year. The increase may apply to all faculty parking rates, which could include daily, monthly, semester and/or annual permits.

The CSU shall not apply parking fees retroactively.

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.

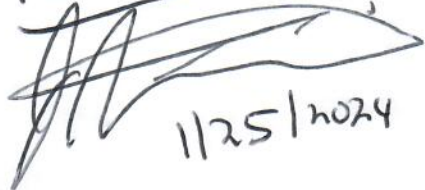
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32.25 Campuses will encourage the use of alternative transportation as appropriate to the campus' geographical region and as needed to comply with state and federal air quality rules and regulations. At the discretion of the President, subject to the 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, bike, or micro-mobility rental 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.

For CSU  


For CSU  
  
1/25/2024

ARTICLE 37

HEALTH AND SAFETY

- 37.1 The CSU recognizes the importance of procedures for the protection of health and safety of faculty unit employees. The CSU shall endeavor to maintain conditions that are conducive to the health and safety of the employees. The CSU shall endeavor to ensure that faculty unit employees will not be required (a) to work in unsafe conditions or (b) to perform tasks that endanger their health or safety.
- 37.2 Safety equipment shall be provided to a faculty unit employee when it is deemed necessary by the President to maintain safe and healthful conditions, or such safety equipment is required by a government agency which has jurisdiction over the affected campus.
- 37.3 A faculty unit employee shall endeavor to maintain safe working conditions and shall adhere to CSU-established safety rules, regulations, and practices. The CSU shall inform faculty unit employees of all campus safety policies, including information about employee safety training, by electronic mail or otherwise.
- 37.4 Campuses shall maintain an emergency alert program that can normally send timely information to faculty unit employees in the event of an emergency, as directed by the President. Faculty unit employees may opt in to this program.
- 37.5 A faculty unit employee who observes or detects any health and safety hazard shall report it to the appropriate administrator as soon as possible. All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.
- 37.6 Recommendations and suggestions regarding safety and requests for health and safety equipment presented by a faculty unit employee shall be considered. When such recommendations and suggestions are submitted to the appropriate administrator in writing, the appropriate administrator shall respond in writing.

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- 37.7 When a faculty unit employee believes in good faith that they are being required to work under unhealthy or unsafe conditions, they shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions and shall immediately communicate with the faculty unit employee in writing, as to the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.
- 37.8 A faculty unit employee may request a temporary reassignment when they believe in good faith that their present assignment presents a clear danger to their health and safety. The appropriate administrator shall promptly respond to such a request in writing. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary reassignment shall continue until a remedy is implemented.
- 37.9 One (1) employee from the bargaining unit shall be designated by CFA to represent the health and safety interest of employees in the bargaining unit. Such representation shall be by membership on the existing campuswide safety committee. Such a representative may submit agenda items related to health and safety. This provision shall not preclude other bargaining unit employees from serving on the campuswide safety committee when appointed by means other than those provided in this provision.
- 37.10 All people have constitutional rights when it comes to interactions with police officers. CSU employees have those same rights when it comes to interactions with University Police. When University Police seek to interview a CFA represented employee, the employee has no obligation to participate. If, however, the employee chooses to participate, the employee may request to be accompanied by a union representative. If the request for a union representative is denied, the employee has no obligation to participate. Nothing in this provision shall limit the rights of employees to be represented by an attorney when interacting with University Police.
- 37.11 CSU agrees to provide lactation spaces consistent with California Labor Code Section 1031. The CSU shall make the locations of all lactation spaces on campus known to the campus community through searchable, up-to-date,



web-based information. Upon request, the campus human resources office shall inform faculty unit employees where the nearest lactation space is located. If CFA bargaining unit employees are unable to access adequate lactation spaces, CFA or a bargaining unit employee may notify Campus Human Resources. If CFA reports such an issue, CSU should inform CFA within sixty (60) days of its plans for addressing the issue or an explanation for why it believes adequate lactation spaces are already being provided.

37.12 The CSU shall make the locations of all gender-inclusive facilities on campus known to the campus community through searchable, up-to-date, web-based information. If CFA bargaining unit employees have inadequate access to convenient gender-inclusive restrooms, CFA or a bargaining unit employee may notify Campus Human Resources. If CFA reports such an issue, within sixty (60) days, CSU should inform CFA of either its plans to add a gender-inclusive restroom in the reported area or explain why such an addition is not feasible.

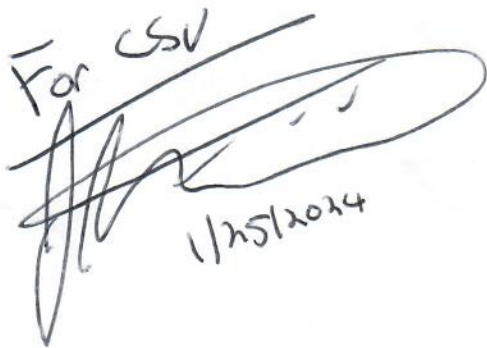
ARTICLE 41

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, 2025.

41.2 Written notice shall be given by either party seeking to commence negotiations on a successor contract no earlier than October 1, 2024, and no later than November 30, 2024.

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.

For CSU  
  
1/25/2024

For CFA  


**MEMORANDUM OF UNDERSTANDING**  
**Counselor Work Group**

Within 60 days of the ratification of this agreement, the parties shall convene a labor/management group to discuss issues related to the workload of Counselors including, but not limited to: the definitions of direct service, the amount of direct service that may be assigned to a Counselor, the best practices for hiring and retaining Counselors, and reducing the Student to Counselor ratios. The parties may come to an agreement on any issues related to Counselor workload and hiring. The failure to reach any agreement shall result in the status quo of the CBA.

For the California Faculty Association:



\_\_\_\_\_  
Kevin Wehr  
Chair of Bargaining

Date: 7/26/24

For the California State University:



\_\_\_\_\_  
Joseph J. Jelencic III  
Assistant Vice Chancellor, Collective  
Bargaining

Date: 11/26/24

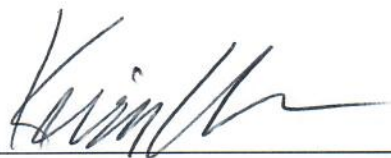
**MEMORANDUM OF UNDERSTANDING**  
**Employee Paid Life Insurance and AD&D Insurance**

The CSU will offer a special open enrollment period for new enrollment in and change to employee-paid voluntary life insurance coverage for all eligible faculty within the first 12 months of ratification of the agreement.

The CSU's current AD&D program allows employees to enroll in the voluntary employee-paid benefit at any time without a medical exam.

During the special open enrollment, CSU will advertise the AD&D benefit.

For the California Faculty Association:

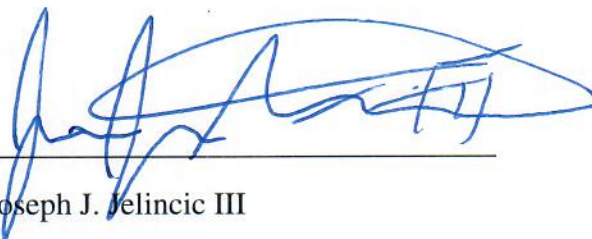


Kevin Wehr  
Chair of Bargaining

Date:

1/26/24

For the California State University:



Joseph J. Delincic III  
Assistant Vice Chancellor, Collective  
Bargaining

Date:

1/26/24

**MEMORANDUM OF UNDERSTANDING**  
**Temporary Range Elevation**

Along with extending the Collective Bargaining agreement between the California Faculty Association and the California State University, the parties agree to extend the terms of Article 12.17 to the 2024/25 Academic and Fiscal Year.

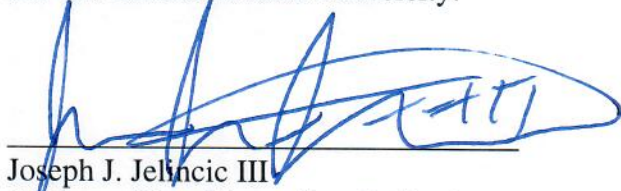
For the California Faculty Association:



Kevin Wehr  
Chair of Bargaining

Date: 1/26/24

For the California State University:



Joseph J. Jelencic III  
Assistant Vice Chancellor, Collective Bargaining

Date: 1/26/24

**MEMORANDUM OF UNDERSTANDING**  
**Withdrawal of Pending Litigation**

In consideration of the terms and conditions agreed upon, within 10 days of ratification of the tentative agreement, CFA agrees that it will dismiss, with prejudice, its civil suit filed in in the United States District Court, Northern District of California, entitled California Faculty Association, et al. v. Mildred Garcia, et al., Case No. 4:23-cv-06230-DMR. CFA further agrees that, pending ratification of the tentative agreement, it will stipulate to a stay of proceedings in the civil suit.

In addition, CFA agrees that it will dismiss, with prejudice, its Unfair Practice Charges, Case Nos. LA-CE-1401-H (concerning information requests) and SA-CE-425-H (concerning sympathy strikes), with the Public Employment Relations Board.

For the California Faculty Association:



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Kevin Wehr  
Chair of Bargaining

Date: 1/26/24

For the California State University:



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Joseph J. Jelincic III  
Assistant Vice Chancellor, Collective Bargaining

Date: 1/26/24