

APPENDIX H

MEMORANDA OF UNDERSTANDING

Supplemental Agreements  
and Letters of Contractual Intent

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

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

May 16, 1985

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

Dear Mr. Worthman:

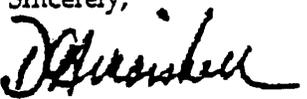
Reference is made to your letter May 1, 1985 concerning information regarding benefits for part-time employees.

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

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

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

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

Sincerely,  
  
D. H. Marshall, Chief  
Health Benefits Division

cc: Mac McCarty

# THE CALIFORNIA STATE UNIVERSITY

ACRESFIELD CHICO DOMINGUEZ HILLS FRESNO FULLERTON HAYWARD HUMBOLTT  
MADERA SACRAMENTO SAN BERNARDINO SAN DIEGO SAN FRANCISCO SAN JOSE



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OFFICE OF THE CHANCELLOR  
213) 590-5601

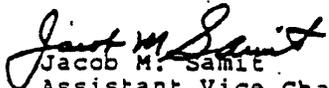
July 26, 1985

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

Dear Ed:

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

Sincerely,

  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

JMS:kmr

AAUP  
CTA/NEA  
CSEA/SEIU/AFL-CIO



**CALIFORNIA FACULTY ASSOCIATION**

8939 S. Sepulveda Boulevard, Suite 508, Los Angeles, CA 90045 • (213) 641-4430

December 29, 1986

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

Dear Mr. Samit:

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

In general, these areas of agreement appear to exist:

- 1) CFA has no objection to the use of weekly and daily salary rates for Summer Arts Institute faculty that are appropriately derived from the rates presently appearing in the MOU.
- 2) Similarly, we have no objection to the appropriate use of State room, board and travel reimbursements for those who do not live physically proximate to the site of the Institute.
- 3) Any CSU Bargaining Unit 3 employee appointed to work at the Institute must be considered a member of the bargaining unit during the course of that employment pursuant to Article 1 and should be treated accordingly for all terms and conditions of employment specified in the MOU.
- 4) Non-CSU employees appointed to work at the Institute as "instructors of record" will be considered as part of the bargaining unit.
- 5) Non-CSU employees appointed to work at the Institute in a capacity other than "instructor of record" will not be considered part of the unit unless appointed for 60 days or more pursuant to Article 1 of the contract.
- 6) If agreement on specifics can be reached, said agreement should be effective with Summer Arts Institute 1987.

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

Very truly yours,

Edward R. Purcell  
General Manager

ERP/mb

xc: Ann Shadwick

CHA-86C17

# THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD • CHICO • DOMINGUEZ HILLS • FRESNO • FULLERTON • HAYWARD • HUMBOLDT • LONG BEACH  
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OFFICE OF THE CHANCELLOR

TELEPHONE: (213) 590-5601

TELEFAX:

January 27, 1987

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

Dear Mr. Purcell:

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

1. CFA will be informed of the CSU's activities in collecting salary data from the comparison institutions and will be provided copies of all correspondence seeking such data at the time it is sent to those institutions.
2. CFA will be given copies of the data at the time it is received by the CSU and such data will be identified by the name of the institution. CFA may make public use of data not attributed by institutions.
3. Following collection of the raw salary data, CFA and CSU technical experts will have the opportunity to meet to analyze the data. Such meetings shall occur before any data or reports are forwarded to CPEC, and shall be held to permit the participants to understand each other's interpretation, and to explore the possibility of joint support for the presentation to CPEC.

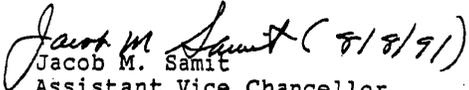
Should the CFA not wish to meet with the CSU technical experts, or should attempts to achieve joint support for a presentation fail, the CSU will provide the data to CPEC in accordance with the methodology approved by the Board of CPEC. Should such joint support not be possible for any reason, the CFA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

Mr. Ed Purcell  
Page 2  
January 27, 1987

4. Nothing in this effort shall preclude either the CSU or CFA from seeking additional salary appropriations from the Legislature beyond that necessary to fund the CPEC lag figure. Nothing shall require either party to seek such additional funding, except that both parties recognize their mutual obligation to seek whatever funding is necessary to fully implement any collective bargaining agreement, regardless of what the CPEC data indicate.
5. The CSU shall notify the CFA of meetings convened by CPEC for the purpose of discussing any aspect of the salary survey process, and shall include CFA as a member of its delegation to any such meetings. CFA shall, as previously stated, receive copies of all correspondence with CPEC and with the comparison institutions related to the salary survey.
6. The provision of data in accordance with this agreement shall not prejudice the CSU's position in any appeal of the decision in unfair practice case number LA-CE-150-H, with such an appeal serving to seek a final determination of precisely what data the CSU is required to provide to CFA by statute.
7. This agreement shall be for this year only; that is, for data currently collected for possible consideration by the Governor and Legislature in connection with appropriations for the 1987/88 fiscal year. The agreement may, by mutual agreement, be continued from year to year, be altered to the parties' satisfaction, or, at the option of either party, be dropped at the end of this year.

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

Sincerely,

  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

JMS:mw

# THE CALIFORNIA STATE UNIVERSITY

BAKERSFIELD CHICO DOWDLE HILLS FRESNO FULLERTON HAYWARD HUMBOLDT  
POMONA SACRAMENTO SAN BERNARDINO SAN DIEGO SAN FRANCISCO SAN JOSE



LONG BEACH LOS ANGELES MARIETTA  
SAN LUIS OBISPO SONOMA STANISLA

OFFICE OF THE CHANCELLOR  
(213) 590-5601

August 6, 1987

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

Dear Ed:

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

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

#### Workload

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

#### Peer Review Committee Service

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

400 GOLDEN SHORE, LONG BEACH, CALIFORNIA 90801-4175

INFORMATION: (213) 590-559

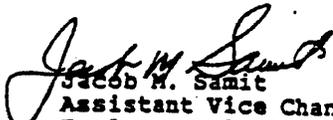
Mr. Edward Purcell  
Page Two  
August 5, 1987

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

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

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

Sincerely,

  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

JMS:mv

AAUP  
CTA/NEA  
CSEA/SEU/AFL-CIO



**CALIFORNIA FACULTY ASSOCIATION**  
8939 S. Sepulveda Boulevard, Suite 508, Los Angeles, CA 90045 • (213) 841-4430

August 17, 1987

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

Dear Jack:

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

1. FERP employees will be made eligible for vision care insurance as of January 1, 1988. (I would appreciate some paper work on this issue from you such as a notice to campuses about enrollment.)
2. The modified eligibility language for sabbatical leaves in Article 27.2 was not intended to apply to athletic coaches.

If you have any questions, please contact me.

Very truly yours,

*Edward R. Purcell*  
Edward R. Purcell  
General Manager

ERP:vu

cc: Paul Worthman

CHAB7804

# THE CALIFORNIA STATE UNIVERSITY

YUBA · YUBA CITY · YUBA COUNTY · YUBA COUNTY  
YUBA COUNTY · YUBA COUNTY · YUBA COUNTY · YUBA COUNTY · YUBA COUNTY  
YUBA COUNTY · YUBA COUNTY · YUBA COUNTY · YUBA COUNTY · YUBA COUNTY



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OFFICE OF THE CHANCELLOR  
(213) 590-5601

August 20, 1987

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

Dear Ed:

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

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

Sincerely,

  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

JMS:mw

Enclosure

400 GOLDEN SHORE, LONG BEACH, CALIFORNIA 90802-4175

INFORMATION: (213) 590-5506

August 27, 1987

#### SETTLEMENT AGREEMENT

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

1. CSU agrees that as soon as the agenda for future meetings of its Board of Trustees (Board) is ready and being distributed to the Trustees, CSU will give CFA notice thereof by telephone. CFA, upon receipt of such notice, shall have the right to require CSU to deliver a copy of said agenda to CFA forthwith by express mail or make arrangements with CSU for CFA to have a copy of said agenda to promptly be picked up by CFA at CSU's Chancellor's Office.
2. In instances where CFA receives a meeting agenda or notice 48 hours in advance of a scheduled meeting, CFA agrees that it will provide CSU with written notice delivered to CSU not less than 48 hours in advance of the Board meeting to be held in accordance with said agenda, of (a) the topic(s) on which CFA seeks to address the Board and (b) the names of the CFA representative(s) who are seeking to address the Board on such topic(s). As used in this Agreement, all references to meetings of the Board of Trustees, or Board, shall be deemed to include meetings of the Board, plenary sessions of the Board, meetings of the Board as a Committee of the Whole and meetings of any of the standing committees established by the Board. This Agreement shall not be applicable to any of said meetings which are closed to the public.
3. Provided any matters affecting conditions of employment of employees represented by CFA are contained in said agenda, CSU agrees to arrange released time for up to three CFA representatives specified in the notice set forth in paragraph 2 above and will allow said representatives to address the Board on such matters. Such released time will be granted for the full two-day period of the Trustees' regular meeting. CSU agrees, for the purposes of this paragraph 3 only, that it will liberally construe the term "matters affecting conditions of employment," and that the term is to be given a broader construction by CSU than the term "scope of representation." Such construction shall not be evidence of CSU's interpretation of either of those terms for any other purpose.

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

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

4. CFA agrees to exercise both its statutory right and its right under Exhibit "A" to address CSU's Board in a manner consistent with the timely and orderly conduct of Board meetings and subject to reasonable parliamentary rules which the Board may from time to time establish.
5. The parties agree that CFA's speaking rights will not be used by either party to serve as a substitute for or to circumvent its statutory obligation to engage in collective bargaining.
6. If a dispute arises between the parties concerning this Agreement, the parties agree to meet in good faith and discuss said dispute prior to instituting arbitration. If the dispute cannot be amicably resolved by the parties, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The expedited arbitration procedures of the AAA shall be used whenever a speaking right can be resolved by arbitration prior to final action by the Board on the issue involved.

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

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

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

By Paul B. Worthman (7/2/91)  
Name PAUL B. WORTHMAN  
Title Associate General Manager

CALIFORNIA STATE UNIVERSITY

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

Exhibit A

The Board of Trustees approved the following resolution:

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

ARTICLE X —  
RECOGNITION OF OUTSIDE SPEAKERS

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

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

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

August 27, 1987

#### SETTLEMENT AGREEMENT

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

1. CSU recognizes that CFA, in the course of exercising its responsibilities and rights as the exclusive representative of its bargaining unit employees, will need access to various CSU records and information relevant to CFA's responsibilities to represent members of the bargaining unit. CSU agrees to comply with provisions of the Public Records Act (Government Code Section 6250 et seq.) and HEERA which provide CFA with rights of access to many CSU records and information. CFA recognizes that CSU may not be required to provide access to some records and information for various legal and practical concerns, e.g. privacy, privilege, confidentiality irrelevance, undue burden, and lack of information.
2. On occasion, disputes have arisen between the parties regarding CSU's records and information access policy and procedures which should be followed with respect to CFA records and information requests. In order to clarify and improve the procedures for records and information access, CFA and CSU agree to follow the procedures described in Paragraph 3 of this Agreement.
3. In order to promote better communications, requests for records and information by CFA will normally be made to a representative of the Employee Relations Department of the Chancellor's Office. CFA will indicate in each request whether the request is made pursuant to HEERA or the Public Records Act. CSU may ask for a meeting to discuss CFA's request. When asked by CSU to discuss the request, CFA agrees to meet with CSU. CFA will explain to CSU the type of records and information it is requesting and the purpose of the request. CSU will discuss what it will be able to provide. CFA and CSU will try to come to agreement on a satisfactory response by CSU to CFA's request.
4. If the parties are unable to amicably resolve any dispute arising hereunder, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. In any arbitration proceeding, the arbitrator may decide any and all issues related to the appropriateness of CFA's information request and CSU's

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

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

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

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

CALIFORNIA STATE UNIVERSITY

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

August 27, 1987

**SETTLEMENT AGREEMENT**

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

NOW THEREFORE, the parties agree as follows:

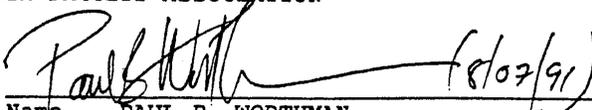
1. Whenever the CSU creates a systemwide committee which deals with matters affecting conditions of employment of employees represented by CFA, and invites a member or members of CFA's bargaining unit to sit on the committee, the CSU shall, at the request of CFA, invite an additional member of the bargaining unit selected by CFA, to sit on such committee.
2. CSU shall promptly notify CFA of all systemwide committees which it establishes which include a member of the bargaining unit.
3. For the purposes of this Agreement "member of the bargaining unit" includes unit members who serve on committees as a result of their positions in the Academic Senates of the CSU. This Agreement shall not however apply to committees established by the Academic Senate, rather than by CSU management, or to committees consisting solely of CSU management or other non-CFA bargaining unit members.
4. CFA shall bear the cost connected with any unit member it designates to participate as a member of such committees, except that CSU shall excuse such designees from work assignments, without a loss of compensation in order to attend the meetings, in the same manner as for its appointees. CFA shall be responsible for all travel and accommodation expenses of its designees.
5. If a dispute arises under this Agreement, the parties agree to meet and discuss the issues, prior to resorting to arbitration. If the dispute cannot be amicably resolved by the parties, this Agreement shall be interpreted and enforced by arbitration conducted pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. It is expressly understood and

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

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

Dated: 27 August 1987

CALIFORNIA FACULTY ASSOCIATION

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

CALIFORNIA STATE UNIVERSITY

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

SETTLEMENT AGREEMENT

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

RECITALS

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

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

Dated: 8/28/87

CALIFORNIA FACULTY ASSOCIATION

By

Edward N. Purcell

EDWARD PURCELL  
General Manager

Dated: 8/28/87

TRUSTEES OF THE CALIFORNIA STATE  
UNIVERSITY

By

Jacob M. Samit

Jacob M. SAMIT  
Assistant Vice Chancellor,  
Employee Relations

APPROVED AS TO FORM:

William H. Wright

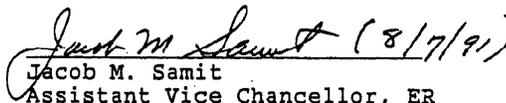
MAYER CHAPMAN  
Vice Chancellor and General Counsel

MEMORANDUM OF UNDERSTANDING

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

1. In the event that funds are appropriated and made available to the CSU, the university hereby agrees that said funds shall be allocated to the campuses on an FTEF basis.
2. A systemwide committee will develop a systemwide policy framework for the distribution of such funds.
3. In the event that such funds are made available, the faculty-administrative committee created on each campus that will continue to review, and revise if necessary, a campus plan that provides for the allocation of funds to individual faculty based upon the review of proposals tailored to meet the needs of faculty on that particular campus, consistent with the statewide policy framework.
4. The funds shall be available for the following programs:
  - a. mini-grants up to \$5,000 for scholarly research;
  - b. summer fellowships for one or two months;
  - c. semester or quarter leaves with pay.
5. In the event that all or part of the above-referenced funds are made available, they shall be divided equally among the programs enumerated in section 4 or as otherwise decided by the systemwide committee.

  
Paul B. Worthman (8/2/91)  
Associate General Manager  
California Faculty Association

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

Date: Sept 3, 1987

Date: Sept 3, 1987

0215S

Memorandum of Understanding

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

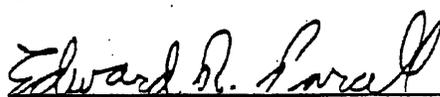
1. Given the action of the California Commission on Teacher Credentialing to amend Title 5, California Administrative Code, sections 80674, 80674.1-80674.7, the amount of time a CSU faculty member is obligated to devote to participation in public schools is reduced from 45 hours to 30 hours.
2. ~~In recognition of the above reduction in the number of hours required for this activity, the faculty workload credit as measured in Weighted Teaching Units (WTUs) shall be changed from 3.0 WTUs to 2.0 WTUs. (10-4-95)~~
3. It is understood that this required activity is not assigned in addition to, but rather is part of, that portion of the normal workload as described in the agreement between the parties which is assigned as instruction.
4. ~~It is also understood that, given the effective date of this agreement, universities may continue the requirement of 45 hours of participation for 3 WTUs of credit for the remainder of the 1987/88 academic year, if in their consideration a change at this time would be disruptive to the program of the university. (10-4-95)~~
5. In executing this agreement the parties acknowledge they have fully discharged whatever obligations to bargain which may have arisen as a result of implementing the above-referenced statutory changes.
6. Disputes arising over the interpretation or implementation of this memorandum shall be subject to Article 10 of the agreement between the parties.

For the CSU:

  
\_\_\_\_\_  
Jacob M. Samit  
Assistant Vice Chancellor  
Employee Relations

Date: 2/18/88

For the CFA:

  
\_\_\_\_\_  
Edward R. Purcell  
Associate General Manager

Date: 2/18/88

Memorandum of Understanding

Subject: Discretionary Funds

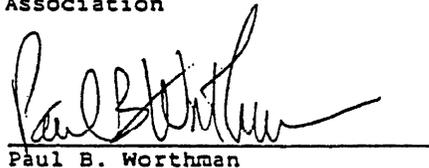
With regard to that portion of available lottery funds to be distributed to the campuses for use at discretion of each University (Discretionary Funds), The California State University recognizes its obligation to negotiate the impact, if any, on terms and conditions of employment of members of bargaining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

For the California State  
University

  
\_\_\_\_\_  
Jacob M. Samit

Dated: 5-12-88

For the California Faculty  
Association

  
\_\_\_\_\_  
Paul B. Worthman

Dated: 5-12-88

Proposal for Memorandum of Understanding from  
The California State University

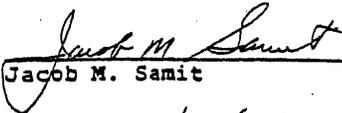
Subject: Faculty Mentoring Program

It is understood and agreed between the parties that:

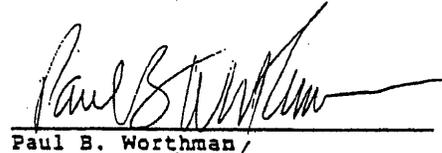
1. Faculty shall be given the opportunity to volunteer for participation in the program. This shall be effective on those campuses where the program is offered and volunteering does not carry any assurance of participation.
2. ~~Faculty who will participate in the program shall receive 1 Weighted Teaching Unit for every three (3) students assigned to them for Mentoring. This credit shall be a part of and not in addition to that portion of the total workload assigned to instruction. (10-4-95)~~
3. As a part of the normal workload of participating faculty, mentoring activities shall be properly evaluated and given appropriate recognition in any Performance Review or Periodic Evaluation.
4. Faculty participating in the program shall receive appropriate training at the beginning of the academic year. Such training shall be conducted on days within the established academic calendar for that campus.

For the California State  
University

For the California Faculty  
Association

  
\_\_\_\_\_  
Jacob M. Samit

Dated: 8/30/88

  
\_\_\_\_\_  
Paul B. Worthman

Dated: 8/29/88

**Memorandum of Understanding**

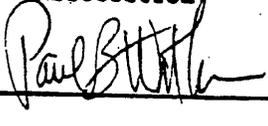
The California State University and the California Faculty Association agree that they will immediately submit a joint petition to the California PERB seeking the exclusion from bargaining Unit 3 of all temporary faculty whose employment is solely and exclusively dependent upon their status as degree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

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

**For The California State  
University**

  
\_\_\_\_\_  
3/19/91  
Date

**For the California Faculty  
Association**

  
\_\_\_\_\_  
3/19/91  
Date

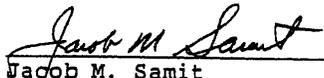
Memorandum of Understanding

Subject: Forgivable Loan Program

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

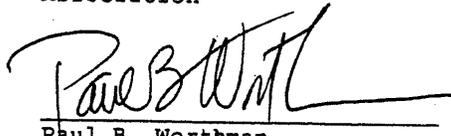
In executing this Agreement the parties acknowledge they have fully discharged whatever obligations to bargain which may have arisen as a result of implementing the above-referenced program.

For the California State  
University

  
\_\_\_\_\_  
Jacob M. Samit

Dated: 7/31/91

For the California Faculty  
Association

  
\_\_\_\_\_  
Paul B. Worthman

Dated: 7/31/91

ARTICLE 20 SETTLEMENT AGREEMENT ON CFA ACCESS  
TO FACULTY PERSONNEL RECORDS FOR FACULTY  
STATUS ARBITRATION CASES

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

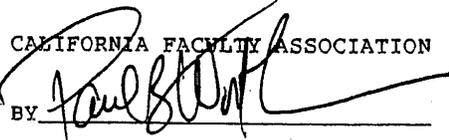
1. The University and the CFA recognize that in pending arbitration cases concerning appointment, reappointment, promotion or tenure, the California Faculty Association may request, and the arbitrator may issue, a subpoena duces tecum for documents from personnel records of other similarly situated faculty from the same campus who have recently been reviewed for these personnel actions.
2. The documents requested will ordinarily be student evaluation scores and/or the vitas and/or the indices to the Working Personnel Action Files of the similarly situated faculty for the review cycle in question and the prior academic year review cycle.
3. The CFA request for subpoena will state that CFA will accept the documents with the names of the individual faculty deleted.
4. The CSU hereby agrees that it normally will comply with subpoena duces tecum issued by arbitrators in personnel cases described herein by providing access to the requested material to the Union within six (6) working days of receipt of the subpoena, and the opportunity to have selected records duplicated with no charge to the Union.
5. CFA agrees to endeavor to request such subpoenas no less than three (3) weeks prior to the scheduled arbitration hearing date.
6. CFA recognizes that CSU may notify faculty from whose personnel files material has been provided that copies of such material has been made available to a CFA representative, with or without the names deleted, pursuant to a subpoena from an arbitrator.
7. In cases in which a timely subpoena is issued by the arbitrator and the CSU fails to deliver the material subpoenaed within six (6) working days, without CFA's mutual agreement to extend the delivery date, or CSU challenges the issuance of a subpoena duces tecum for documents described herein, and the scheduled arbitration hearing is thereby continued due to the failure of CSU to provide the documents prior to the hearing date, the CSU shall bear all the costs associated with the postponement of the case to a later date.

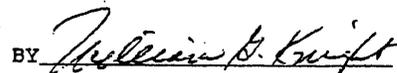
8. CFA recognizes that the personnel records to which it is being provided access in the faculty status arbitration process are personal records to be handled as confidential. Use of the records by CFA is limited to the grievance procedure for which access is provided under the arbitrator's subpoena.

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

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

Date: August 1, 1991

CALIFORNIA FACULTY ASSOCIATION  
BY 

CALIFORNIA STATE UNIVERSITY  
BY 

0452K



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

TELEFAX: (310) 985-2504

October 6, 1995

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

Dear Gerie:

Re: Service Salary Increase Eligibility Pursuant to Provision 31.43

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

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

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

Sincerely,

Samuel A. Strafacci  
Senior Director  
Employee Relations

**Memorandum of Understanding  
Unit Modification Excluding Coaching Employees**

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

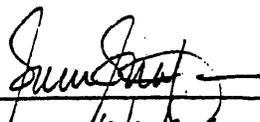
The Head Coaches occupying the deleted positions do not share a community of interest with other coaches in the bargaining unit because:

- Their salaries are individually negotiated and are not the same as salaries which are paid other coaching faculty as reflected in Appendix C of the Faculty Contract. There are several different funding sources for these salaries.
- The conditions of their appointments differ significantly from those of other members of the bargaining unit.
- Their work functions are separate and unrelated to most other members of the unit; they have little or no interaction with other members of the bargaining unit, except for those they supervise.

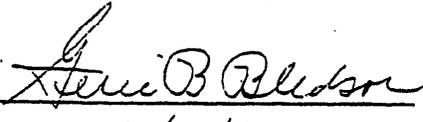
These positions must also be excluded from the Unit because they are supervisory and therefore are prohibited by statute from inclusion in the Unit.

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

For the California State University

  
Date: 10/16/95

For the California Faculty Association

  
Date: 10/16/95

**Memorandum of Understanding  
Article 20 Changes**

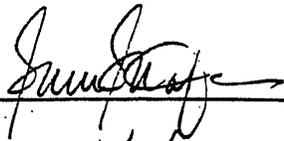
The changes in article 20 of the Agreement were undertaken primarily for two reasons. First, to allow for the more accurate representation and presentation of faculty responsibilities; and second; to encourage universities, colleges/schools and departments to plan their curricular, staffing and professional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

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

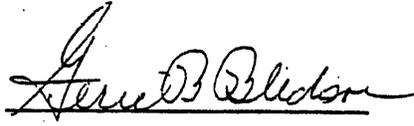
Further, the parties have agreed to continue reporting faculty workload in accordance with EP&R 76-36 for the purpose of review by the Faculty Workload Review Committee, which shall assess the ramifications of the contract's changes in Article 20. That document is not intended to unreasonably constrain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

**For the California State University**

**For the California Faculty  
Association**

  
\_\_\_\_\_

Date: 10/16/95

  
\_\_\_\_\_

Date: 10/16/95

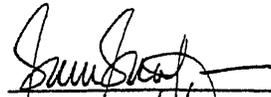
**Memorandum of Understanding**  
**Contract Interpretation Issues**

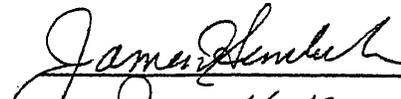
The parties hereby agree to the following regarding the interpretation and application of the new collective bargaining Agreement:

1. For the Faculty Merit Increase program in fiscal year 1998/99, faculty unit employees may either rely upon the Faculty Activity Report (FAR) submitted in the Spring 1999, or submit a new or revised FAR by the adjusted deadline of October 1, 1999.
2. There shall be no prohibition against the retention of a faculty unit employee's Faculty Activity Report for a period of three (3) years outside the personnel action file.
3. CSU campuses may require faculty unit employees to submit professional development plans to either their department chair or appropriate administrator.
4. Notwithstanding the continuation of the specific steps in Appendix C of the Agreement, the parties agree that the award of step increases for promotion, range elevation, service salary step increase, etc. will result in the placement of faculty unit employees between steps on the salary schedule if the faculty unit employee's salary was between steps on the schedule prior to these and other similar adjustments.

For the California State University

For the California Faculty Association

  
\_\_\_\_\_  
Date: 6/4/99

  
\_\_\_\_\_  
Date: June 4, 1999

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

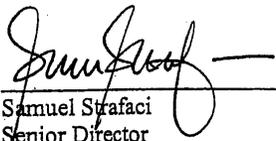
Assembly Bill 26, as adopted by the CSU Board of Trustees provides for the negotiation of health benefits administered by the California Public Employees Retirement System to the domestic partners of employees of the California State University.

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

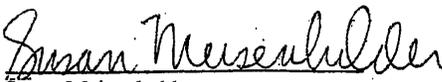
It is further understood and agreed that the parties to this agreement do not intend to waive, and do not waive, their individual and/or collective rights to challenge, including in a court of competent jurisdiction, the propriety and/or legality of PERS regulations as set forth in PERS Circular Letter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

Signed the 4<sup>th</sup> of January 2000, in Long Beach, California.

**For the California State University**

  
\_\_\_\_\_  
Samuel Strafaci  
Senior Director  
Employee Relations

**For the California Faculty Association**

  
\_\_\_\_\_  
Susan Meisenhelder  
President



## THE CALIFORNIA STATE UNIVERSITY

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SAN FRANCISCO • SAN JOSE • SAN LUIS OBISPO • SAN MARCOS • SONOMA • STANISLAUS

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

FAX (562) 951-4890

March 27, 2003

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

**Re: Affirmative Action Language In Article 38**

Dear Dr. Meisenhelder:

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

Provisions 4.1 and 4.2 state the following:

- 4.1 If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction or governmental agency having authority over the provisions, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions to this Agreement will continue in full force and effect.
- 4.2 No later than sixty (60) days after a request by either party to meet and confer, negotiations regarding a substitute provisions(s) for the invalidated provision(s) shall commence.

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

---

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

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

Specifically the following provisions are affected:

- 38.13 The President shall establish the order of layoff for less than full-time temporary faculty unit employees in a unit of layoff and full-time temporary faculty unit employees in a unit of layoff by considering only the non-ordered following factors:
- a. academic/professional specialization and qualifications needed for the program of the department or equivalent unit;
  - b. affirmative action needs of the campus and the affected department;
  - c. merit based on information in the Personnel Action File.
- 38.14 The President shall establish the order of layoff for probationary faculty unit employees in a unit of layoff by considering only the following non-ordered factors:
- a. academic/professional specialization and qualifications needed for the program of the department or equivalent unit;
  - b. affirmative action needs of the campus and the affected department;
  - c. merit based on information in the Personnel Action File;
  - d. seniority points earned.
- 38.17 The President shall break ties in the order of layoff by considering only the following non-ordered factors:
- a. affirmative action needs of the campus and affected department;
  - b. relative merit, which shall be indicated, for the purpose of this provision, by the higher academic rank.

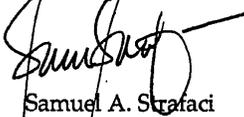
If ties still exist after the President has considered those factors, the order shall be determined by lot.

Dr. Susan Meisenhelder  
March 27, 2003  
Page 3

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

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

Sincerely,



Samuel A. Strafacci  
Assistant Vice Chancellor  
Human Resources

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

**Side Letter of Agreement  
Classifications**

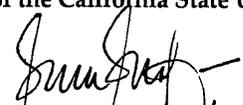
The parties agree that the salary maximum for the Demonstration Instructional Faculty classification (class code 2362) shall be increased to \$125 per demonstration.

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

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

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

**For the California State University:**

  
\_\_\_\_\_  
Date: 12/18/03

**For the California Faculty Association:**

  
\_\_\_\_\_  
Date: 12/15/03

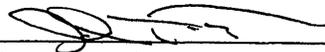
**Memorandum of Understanding  
Post-Retirement CSU Employment**

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

**For the California State University:**

**For the California Faculty Association:**

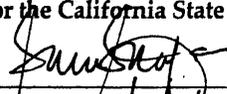
  
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Date: 12/17/03

  
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Date: 12/17/03

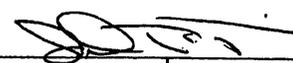
**Supplemental Agreement  
Miscellaneous Issues**

1. The parties agree to use the form provided as Attachment A when faculty unit employees are required to sign a form dealing with the confidentiality of campus records.
2. The CFA agrees that it will withdraw the following unfair labor practice charges and not file a subsequent charge before PERB on the issues addressed in the original charges:
  - a. PERB case number LA-CE-771-H (CSPU, Pomona; and system-wide), and
  - b. PERB case number LA-CE-778-H (CSPU, Pomona; San Diego State University; and San Francisco State University).
3. The CFA agrees to withdraw the unfair labor practice charge in PERB case number LA-CE-777-H (CSU, Los Angeles), and further agrees that it will not file a subsequent charge before PERB on the same issue. In its place, the CFA will file a grievance at Level I of the grievance procedure within sixty (60) days of the execution of this Agreement regarding the facts cited in PERB case number LA-CE-777-H alleging a violation of Article 20 and any other relevant provision (other than Article 3) of the Agreement. The CSU will consider such grievance to be timely filed.
4. The CFA agrees to withdraw the unfair labor practice charge in PERB case number LA-CE-722-H (CSU, Fullerton), and further agrees that it will not file a subsequent charge before PERB on the same issue. The parties agree to use, as appropriate, the Supplemental Agreement dealing with campus policy implementation regarding the future implementation of this policy in dispute.
5. The parties agree that CFA access to campus e-mail communications shall be pursuant to the decision and award in CSU grievance number 3-01-012, dealing with CSU, Chico. In the event a campus policy is in effect and may be inconsistent with the CSU, Chico decision, the award in the CSU, Chico case shall be controlling.

For the California State University:

  
\_\_\_\_\_  
Date: 1/6/04

For the California Faculty Association:

  
\_\_\_\_\_  
Date: 1/6/04

**Human Resource Information System  
ACCESS AND COMPLIANCE FORM**

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**MPP ADMINISTRATOR**

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

**EMPLOYEE**

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

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

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

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

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

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

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

## INFORMATION PRACTICES ACT OF 1977

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

### Article 1: General Provisions and Legislative Findings

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

- a) The right to privacy is being threatened by the indiscriminate collection, maintenance, and dissemination of personal information and the lack of effective laws and legal remedies.
- b) The increasing use of computers and other sophisticated information technology has greatly magnified the potential risk to individual privacy that can occur from the maintenance of personal information.
- c) In order to protect the privacy of individuals, it is necessary that the maintenance and dissemination of personal information be subject to strict limits.

### Article 2: Definitions

§1798.3. As used in this chapter:

- a) The term "personal information" means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.  
...
- c) The term "disclose" means to disclose, release, transfer, disseminate, or otherwise communicate all or any part of any record orally, in writing, or by electronic or any other means to any person or entity.

## Article 5: Agency Requirements

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

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

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

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

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

## Article 6: Conditions Of Disclosure

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

## Article 10: Penalties

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

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

## TITLE 5, CALIFORNIA CODE OF REGULATIONS

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

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

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

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

**Supplemental Agreement  
Negotiable Issues Regarding  
Campus Policy/Procedure Implementation**

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

Scope of Procedure

1. Only those issues related to the implementation of or changes in local campus policies/procedures that:
  - a. affect faculty unit employees; and
  - b. are within the mandatory scope of representation under HEERA; and
  - c. have not been waived by the Union;shall be subject to this procedure.
2. Further, only those issues where the CSU has given official notice to the CFA subsequent to December 1, 2006 (DH & CI included) shall be subject to this procedure. Official notice shall be defined as written notice to the President of the CFA at the union's CFA office.
3. Further, this procedure shall apply only to matters that are not covered by the MOU.
4. Finally, bargaining will be required pursuant to this procedure only if the CFA has requested in writing to the CSU that it desires to meet and confer on such issue(s) within thirty (30) days of the receipt of the notification pursuant to paragraph 2 above.

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

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

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

#### Arbitration

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

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

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

#### Duration

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

## **Memorandum of Understanding Article 31.1 Interpretation**

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

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

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

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

- A. Effective July 1, 2007, the rate maximums on the full, associate and assistant professor ranges (and the corresponding lecturer ranges B, C and D), shall be increased by twenty (20%) percent. These increases shall be in addition to the GSI increases scheduled for those ranges on the effective date (both 7/1/2007 and 6/30/2007).
- B. Faculty unit employees shall not be hired above the maximum of the salary ranges in either the librarian classifications or the assistant and associate instructional faculty ranges (and the corresponding lecturer ranges B & C). Hiring salary above the salary maximum in Appendix C for instructional faculty appointed into the full professor rank (and the corresponding lecturer range D) shall require Presidential approval.



**Memorandum of Understanding**

**Study of Instructional Faculty Workload and Educational Quality**

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

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

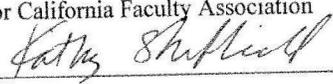
The joint committee shall consist of CFA representatives and CSU representatives.

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

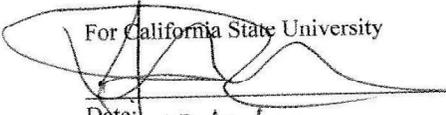
The joint committee shall convene after the collection of enrollment census data in the fall of 2012, and at least twice each academic year for the life of this agreement. Material that is already collected electronically shall be provided without cost, in electronic format, at the request of committee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

Signatures and dates:

For California Faculty Association

  
Date: 10/1/2012

For California State University

  
Date: 10/3/12

[Proposed] Memorandum of Understanding

Temporary Faculty Applying for Tenure-Track Positions

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

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

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

Signatures and dates:

For California Faculty Association

  
Date: 10/15/2014

For California State University

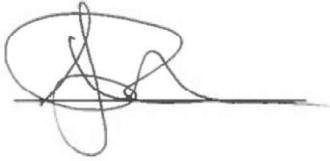
  
Date: 10/15/14

**Memorandum of Understanding**

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

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

For the CSU:



December 17, 2014

For the California Faculty Association:



December 17, 2014

**Memorandum of Understanding**

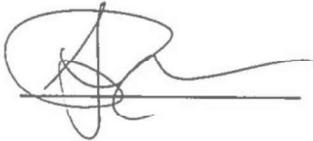
Through this Memorandum of Understanding, the CSU and CFA agree to create a classification to be used for additional employment to bargaining unit work for full-time faculty unit employees pursuant to Article 36 or for bargaining unit appointments during academic breaks for faculty unit employees in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

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

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

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

For the CSU:



Date 1/6/15.

For the California Faculty Association:



Date 1/5/15

Memorandum of Campus Agreement  
California Maritime Academy

The Memorandum can be found at:  
<https://www.calfac.org/cfa-maritime/#cfa-maritime-cruise-mou>

**MEMORANDUM OF UNDERSTANDING  
PARENTAL SUPPORT WORKGROUP**

**December 17, 2021**

The California Faculty Association (CFA) and the California State University (CSU) agree to meet within sixty (60) days of ratification of a successor Collective Bargaining Agreement (CBA) to form a workgroup to review parental support for faculty, at the CSU and other higher education institutions, along with leave utilization and trends within the CSU. The workgroup will create a report of their findings and that report will be given to the Academic Senate, the Board of Trustees, and the Chancellor.

The workgroup may be comprised of not more than seven people from each side, unless the parties otherwise mutually agree. The workgroup should meet at least once per month, virtual preferred. The report, along with suggestions and cost estimates (if any), should be delivered to the parties above within six months of first meeting, and the Chancellor's Office shall issue a written response to the workgroup within 90 days thereafter.

The parties further agree that the CSU may increase the numbers of paid parental leave days provided in Provision 23.4 of the Collective Bargaining Agreement at any time.

For the California Faculty Association:

For the California State University:

  
\_\_\_\_\_  
Kathy Sheffield  
Director of Representation and Bargaining

  
\_\_\_\_\_  
Joseph J. Jelincic III  
Senior Director, Collective Bargaining

**MEMORANDUM OF UNDERSTANDING  
DEVELOPMENT OF NEW UNIT 3 CLASSIFICATIONS**

**December 17, 2021**

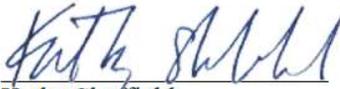
The California Faculty Association (CFA) and the California State University (CSU) agree to meet within sixty (60) days of ratification of a successor Collective Bargaining Agreement (CBA) to develop new classifications to Unit 3, as described below.

1. New classification(s) that include codes and descriptions for “additional employment and training” and “professional development” work (proposed by the CSU bargaining team on May 14, 2021) that are currently compensated within existing classifications.
2. A new instructional classification(s) for faculty who teach but may also perform service and have additional security of employment.

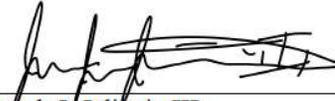
If a mutual agreement is reached on one or both of the above items, it/they may be implemented. Where the parties fail to reach an agreement, no change will be made.

For the California Faculty Association:

For the California State University:



Kathy Sheffield  
Director of Representation and Bargaining



Joseph J. Jelincic III  
Senior Director, Collective Bargaining

**MEMORANDUM OF UNDERSTANDING  
5 YEAR APPOINTMENTS**

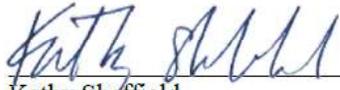
**December 17, 2021**

The California Faculty Association (CFA) and the California State University (CSU) agree to meet within one hundred and eighty (180) days of ratification of a successor Collective Bargaining Agreement (CBA) to evaluate five (5) year appointments for temporary faculty members.

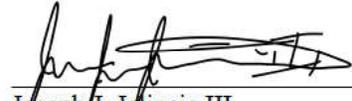
If the parties fail to reach an agreement, no change will be made, and the CSU will not unilaterally implement this change.

For the California Faculty Association:

For the California State University:



Kathy Sheffield  
Director of Representation and Bargaining



Joseph J. Jelincic III  
Senior Director, Collective Bargaining

**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: 1/26/24

For the California State University:



Joseph J. Jelencic III  
Assistant Vice Chancellor, Collective  
Bargaining

Date: 1/26/24

**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. Belincic 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 Wellr  
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

# GRIEVANCE FORM

**THE CALIFORNIA STATE UNIVERSITY**  
GRIEVANCE FORM  
UNIT 3

Name: \_\_\_\_\_ Date of Submission to Campus: \_\_\_\_\_  
Classification: \_\_\_\_\_ Name of CFA Contact or other  
Department or Representative: \_\_\_\_\_  
Equivalent Unit: \_\_\_\_\_ Address of CFA Contact or other  
Representative:  
Campus: \_\_\_\_\_  
\_\_\_\_\_  
Email address: \_\_\_\_\_

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

A: the Contractual Procedure

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

B: the Statutory Procedure (Faculty Hearing Committee)

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

Authorized CFA Signature: \_\_\_\_\_; CFA agrees to representation.

\_\_\_\_\_  
Claimed Violation(s)

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

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

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Proposed remedy:

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Grievant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

LEVEL OF FILING	
Level I – (Statutory and Contractual Grievances)	Date: _____
25-day Informal Resolution Request <input type="checkbox"/>	
Level II – (C.O. – Contractual Grievances only)	Date: _____

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Response:

Level I     Level II