

## ARTICLE 12

### APPOINTMENT

- 12.1 After considering the recommendations, if any, of the department or equivalent unit and the appropriate administrator, appointments of employees shall be made by the President. Appointments may be temporary, probationary, or tenured. Appointments shall be made through written notification by the President. No employee shall be deemed appointed in the absence of an official written notification from the President. An initial appointment may be made jointly in more than one academic department or equivalent unit. The President shall determine the proportion of assignment of activity for individuals holding joint appointments. The proportion of such an assignment may be changed by the President during the duration of the joint appointment. Appointments shall be made in accordance with Article 16, Non-Discrimination.
- 12.2 Official notification to an employee of an appointment shall include the beginning and ending dates of appointment, classification, time base, salary, rank when appropriate, employee status, assigned department or equivalent unit, and other conditions of employment. Each new faculty unit employee shall be advised no later than fourteen (14) days after the start of the quarter/semester where on campus a summary of the CSU benefits program is available. Each new faculty unit employee shall also be provided no later than fourteen (14) days after the start of the quarter/semester with written notification of the evaluation criteria and procedures in effect at the time of their initial appointment. In addition, pursuant to provision 15.3, the faculty unit employee shall be advised of any changes to those criteria and procedures prior to the commencement of the evaluation process.

## Temporary Appointments

12.3 Temporary appointments may be for periods of a semester, a quarter, parts of a year, or one (1) or more years. Following two (2) semesters or three (3) quarters of consecutive employment within an academic year, a part-time temporary employee offered appointment to a similar assignment in the same department or equivalent unit at the same campus shall receive a one (1) year appointment with a timebase equal to or greater than the timebase in the prior academic year. Such appointment shall be subject to the limitations stated in provision 12.5. Units taught during extension for credit programs shall not be included as part of the temporary faculty member's entitlement base. Application towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.

12.4 The official notification to a temporary employee shall also indicate that appointments automatically expire at the end of the period stated and do not establish consideration for subsequent appointments or any further appointment rights. No other notice shall be provided.

12.5 An appointment for a less than full-time temporary employee may be on a conditional basis. If during the term of an appointment, a less than full-time temporary employee is assigned additional work up to and including full-time, the employee's entitlement for that appointment shall not be increased and shall continue to be on a conditional basis for the duration of that appointment. A subsequent full-time appointment will be unconditional pursuant to 12.6.

The conditions established at the time of appointment may relate to enrollment and budget considerations. If a class is canceled prior to the third class meeting, the temporary employee shall be paid for the portion of the academic term worked prior to the cancellation. If a class is canceled after the third class meeting, the temporary employee shall either be paid for the remaining portion of the class assignment or provided an alternate work assignment.

The partial or complete reduction in time base of a temporary part-time faculty unit employee may be accomplished pursuant to provision 12.5 and does not require the layoff of the employee pursuant to Article 38.

- 12.6 Full-time temporary employees, except Coaching Faculty Unit Employees, shall not be appointed on a conditional basis. Full-time Coaching Faculty Unit Employees may be appointed on a conditional basis, and those conditions may include, but shall not be limited to, adherence to NCAA bylaws and other NCAA regulations.
- 12.7 Each department or equivalent unit shall maintain a list of temporary employees who have been evaluated by the department or equivalent unit. If such an employee applies for a position in that department or equivalent unit or applicant pool for that department or equivalent unit, the faculty unit employee's previous periodic evaluations and their application shall receive careful consideration. If a temporary employee applies for a subsequent appointment and does not receive one, their right to file a grievance shall be limited to allegations of a failure to give careful consideration.
- 12.8 The list maintained by each department or equivalent unit pursuant to provision 12.7 of temporary employees who have been evaluated by the department or equivalent unit shall also include the courses previously taught in the department.
- 12.9 Appointment of a temporary employee in consecutive academic years to a similar assignment in the same department or equivalent unit shall require the same or higher salary placement as in their previous appointment.
- 12.10 Upon completion of twenty-four (24) units on a semester campus, or the equivalent on a quarter campus, in the same department or equivalent unit, temporary employees shall receive a salary increase equivalent to the percentage of the negotiated SSI, provided that they meet the requirements of Article 31, only during years when the parties have agreed to provide Service Salary Step Increases pursuant to Article 31 of this Agreement.
- 12.11 A temporary faculty unit employee who receives a new appointment may be placed on the salary schedule above the maximum Service Salary Step Increase rate within their then-current salary range.

## Three-Year Appointments

12.12 Temporary faculty unit employees (excluding coaches) employed during the prior academic year and possessing six (6) or more years of prior consecutive service on that campus shall be offered a three-year temporary appointment following an evaluation conducted pursuant to provisions 15.20(d) and 15.28, where there is a determination by the appropriate administrator that a temporary faculty unit employee has performed the duties of their position in a satisfactory manner; and absent documented serious conduct problems.

Nothing in this section limits a coach from being offered a multi-year appointment pursuant to Provision 12.3.

In addition to other provisions of this Agreement, the following special conditions shall apply:

- a. For purposes of this section, one (1) year of service shall be considered employment of one (1) semester or two (2) quarters in the bargaining unit on a single CSU campus during a single academic year. In calculating the six-year eligibility period, the entire six (6) year period must have been worked on a single campus in a single department. Units taught during extension for credit programs shall not be included as part of the temporary faculty member's entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.
- b. Three-year appointments will be issued for employment on each campus and in each department where the temporary faculty member has established eligibility.

- c. The time base of appointments provided here shall be as established under terms of the “similar assignment” language and precedents of provision 12.3 of this Agreement. Subsequent three-year entitlements are determined by the time base held during the third year of the prior three-year appointment. Units taught during extension for credit programs shall not be included as part of the temporary faculty members’ entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.
- d. The President shall decide the type and extent of course offerings for the department, consistent with current policies and procedures on each campus.
- e. In the event there is no work available to satisfy the time base entitlement during any academic term of a three-year appointment, the temporary faculty employee shall continue to maintain this contractual entitlement for the duration of the three-year appointment.
- f. If no work exists in the department to support the initial or subsequent three-year appointment of the temporary faculty unit employee, or if the time base of the temporary faculty unit employee was zero during the third year of their three-year appointment, they shall be placed on a departmental list pursuant to provision 38.48. When such a temporary faculty unit employee is officially notified that no work exists to support the initial or subsequent three-year appointment, the official notification shall also inform the temporary faculty unit employee of the right to be placed on a list for a period of three (3) years. No later than July 1 of each year during the period the temporary faculty unit employee is on the list, the temporary faculty unit employee must inform their department chair of the temporary faculty unit employee’s interest in and availability for employment. Included in this written notice shall be current, accurate contact information. Failure to notify the chair shall result in removal from the department provision 38.48 list.

Upon request, CFA shall be provided with a copy of all letters informing a three-year temporary faculty unit employee that no work exists in the department to support the subsequent appointment.

An employee returning from the provision 38.48 list will be employed at the same rate of pay that they previously received, but benefits eligibility shall be determined by the faculty member’s time base at the time of

return to work. The period in which the employee was on the department provision 38.48 list shall not constitute a break in service regarding rights previously accrued under Article 12.

- 12.13 Temporary faculty (excluding coaches) holding three-year appointments shall be reappointed to a subsequent three-year appointment, consistent with provision 12.12, following an evaluation conducted pursuant to provisions 15.20(d) and 15.29, where there is a determination by the appropriate administrator that a temporary faculty unit employee has performed the duties of their position in a satisfactory manner; and absent documented serious conduct problems.

These temporary faculty will be reappointed after a three-year appointment unless there is insufficient work for which the faculty member is qualified. In the event there is insufficient work to support the reappointment at the previous time base, the time base of their successor three-year appointment may be reduced to reflect available work for which the temporary faculty member is qualified.

- 12.14 The application of provision 12.12 shall not prohibit the President from making appointments in excess of three (3) years for eligible temporary faculty unit employees.
- 12.15 No later than June 30 of each year, the Administration shall post in each department a list of temporary faculty who it believes may be eligible for a three-year appointment pursuant to provision 12.12 effective with the first appointment of the next academic year. Any temporary faculty who are omitted from the list, but who believe they may be eligible for a three-year appointment, shall come forward and identify themselves to the appropriate department chair within thirty (30) days of the posting. The faculty member should provide any documentation in their possession which will assist in verifying eligibility.

## Temporary Range Elevation

12.16 Procedures for range elevation on the salary schedules that have been previously established at each campus by the President, after recommendation by the appropriate Academic Senate Committee, shall continue in effect unless revised by the campus. Any such procedures that do not provide deadlines for the beginning of the review and the conclusion of the review shall be amended to include these deadlines. The range elevation salary increases shall be effective at the beginning of the first appointment in the academic year following the review.

12.17 Those eligible for lecturer range elevation shall be limited to lecturers who have no more eligibility for salary increases pursuant to provision 12.10 in their current range, and have served five (5) years in their current range.

Additionally, in Academic and Fiscal Years 2021/22, 2022/23, and 2023/24, lecturers and temporary librarian faculty unit employees with six or more years Full Time Adjusted Service (FTAS) in their current range shall be eligible to apply for range elevation. For each Academic or Fiscal Year, FTAS is defined as the average Full Time Equivalent (FTE) over the Academic or Fiscal Year, divided by 0.8, up to a maximum of 1.0 for the year.

12.18 At least thirty (30) days prior to the commencement of the annual campus range elevation process, the campus shall notify those lecturers at the SSI maximum who have five (5) years of service in their current range that they may be eligible for range elevation. In that notification the campus shall inform the lecturers that receipt of a previous FMI may affect their eligibility for range elevation. The parties agree that failure to notify an eligible lecturer shall not be cause for automatic granting of a range elevation.

The parties further agree that lecturers not notified may be eligible for range elevation pursuant to 12.17 and, if eligible, lecturers may apply for a range elevation.

12.19 Criteria for range elevation for temporary faculty (excluding coaches) shall be appropriate to lecturer work assignments.

12.20 Denial of range elevations shall be subject to the peer review process. Each campus shall establish a single Peer Review Panel to hear the appeals of any temporary faculty unit employee denied range elevation during that fiscal year. The Panel shall allow for appellants to make a presentation to the Panel and to be represented by CFA if so desired. The Peer Review Panel shall convene and review the case within thirty (30) days. The Panel shall render a decision within thirty (30) days of hearing the case. The decision of the Peer Review Panel shall be final and binding on the parties.

### Probationary Appointments

12.21 Initial probationary appointments and subsequent probationary appointments may be for a period of one (1) or more years. Initial probationary appointments commencing at a time other than the beginning of the academic year (i.e., winter or spring quarter or spring semester) shall last until the end of the succeeding academic year.

12.22 Recommendations regarding probationary appointments shall originate at the department or equivalent unit. Probationary appointment procedures shall include the following:

- a. Each department or equivalent unit shall elect a peer review committee of tenured employees for the purpose of reviewing and recommending individuals for probationary appointments. At the discretion of the President and upon request of the department these peer review committees may also include probationary employees.
- b. Each departmental peer review committee recommendation report shall be approved by a simple majority of the membership of that committee.
- c. A departmental peer review committee may review and recommend a probationary faculty unit appointment for a temporary unit employee who has received an offer of tenure track employment. Such a recommendation may only occur in a department where there is no current tenure-line recruitment for which the faculty member is qualified.

Such recommendation[s] shall be directed to the President or their designee for review, consideration, and response. The decision of the President or designee shall not be subject to Article 10 (Grievance Procedures) of this Collective Bargaining Agreement.

12.23 Probationary appointments are normally made at the Assistant Professor or equivalent librarian rank. The President may appoint an employee at a higher rank on the determination of merit consistent with provision 12.22.

#### Appointment at Another Campus

12.24 An employee may apply for appointment at another campus in their field of expertise.

12.25 An employee shall not be involuntarily appointed at another campus within the CSU.

#### Vacancy Announcements

12.26 Vacancy announcements of probationary positions shall be widely disseminated. Employees shall be informed of the location where all vacancy announcements for tenure-track positions from all campuses may be examined.

12.27 Vacancy announcements of temporary employee positions shall be available on the campus where such vacancies may exist. Employees and the CFA shall be notified of the location where such vacancy announcements may be examined.

12.28 The department or equivalent unit shall normally develop vacancy announcements. Such announcements shall be subject to approval by the appropriate administrator. When campus search committees find a temporary faculty unit employee who has applied for a tenure track position on their campus to be qualified, that employee should be interviewed.

## Preference for Available Temporary Work

12.29 In the event that the department determines that a need exists to assign new or additional work to temporary faculty unit employees after the assignment needs of tenured and probationary faculty (including FERP, and PRTB faculty) have been satisfied, and after any work to be taught by administrators, teaching associates and other student employees, or volunteer faculty<sup>1</sup> have been assigned, the work shall first be offered to qualified temporary faculty in the department who have performed satisfactorily, in the following order:

a. Assignment Order at the Beginning of the Academic Year

1. First offer work to three-year full-time appointees pursuant to provisions 12.12 and 12.13 of the Agreement.
2. Next, offer work to other continuing multi-year (not three-year under provisions 12.12 and 12.13) full-time appointees.
3. Next, offer work to three-year, part-time appointees pursuant to provisions 12.12 and 12.13 up to their time base entitlement.
4. Next, offer work to individuals whose names appear on the list for the department established pursuant to provision 38.48 up to the time base entitlement of their most recent three-year appointment.
5. Next, offer work to continuing multi-year (not three-year under provisions 12.12 and 12.13) part-time appointees up to their time base entitlement.
6. Next, offer work to Visiting Faculty subject to the limitations in provision 12.32.

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<sup>1</sup> Volunteer faculty are faculty who are not receiving direct compensation from the CSU for the assigned Unit 3 work.

7. Next, pursuant to provision 12.7, give careful consideration to all part-time and full-time temporary faculty with no multi-year appointments who were employed in the academic year prior to the year for which they are being considered. Temporary faculty in this group may be appointed in any order, but must satisfy all provision 12.3 entitlements but may only be appointed up to their time base entitlement. Full-time and part-time temporary faculty with no provision 12.3 appointment rights can be appointed to any time base and for any academic term(s). If a decision is made not to reappoint temporary faculty in this category, the work previously performed by these faculty (if it continues to exist) shall be considered "new or additional" and assigned according to the order set forth in Paragraph 8 below.
  8. Next, assign any remaining temporary work to temporary employees as "new or additional" work in the following order:
    - i. First, offer work to part-time temporary faculty unit employees holding a three-year appointment up to and including a 1.0 time base. In the event the department has a need to assign work for which a temporary part-time faculty unit employee with a one-year appointment is objectively determined to be demonstrably better qualified, the one-year appointee may be assigned the work.
    - ii. Next offer work to part-time temporary faculty unit employees holding a one-year appointment up to and including a 1.0 time base.
    - iii. Last, offer work to any other qualified candidate.
- b. Assignment Order During the Academic Year
1. First offer work to three-year full-time appointees pursuant to provisions 12.12 and 12.13 of the Agreement.
  2. Next, offer work to other continuing multi-year (not three-year under provisions 12.12 and 12.13) full-time appointees.
  3. Next, offer work to three-year, part-time appointees pursuant to provisions 12.12 and 12.13 up to their time base entitlement.

4. Next, offer work to individuals whose names appear on the list for the department established pursuant to provision 38.48, up to the time base entitlement of their most recent three-year appointment.
5. Next, offer work to continuing one-year full-time appointees. Where, as a consequence of following the order of assignment in 12.29.b 1-4, there is insufficient work for which the individual is qualified to support a full-time assignment, the partial or complete reduction in time base of a continuing one-year full-time appointee does not require the layoff of the employee pursuant to Article 38.
6. Next, offer work to continuing one-year and multi-year (not three-year under provisions 12.12 and 12.13) part-time appointees up to their time base entitlement.
7. Next, offer work to Visiting Faculty subject to the limitations in provision 12.32.
8. Next, pursuant to provision 12.7, give careful consideration to all part-time and full-time temporary faculty with no one-year or multi-year appointments who were employed during the current or immediate past academic year. Temporary faculty in this group may be appointed in any order. Full-time and part-time temporary faculty with no provision 12.3 appointment rights can be appointed to any time base and for any academic term(s). If a decision is made not to reappoint temporary faculty in this category, the work previously performed by these faculty (if it continues to exist) shall be considered "new or additional" and assigned according to the order set forth in Paragraph 9 below.
9. Next, assign any remaining temporary work to temporary employees as "new or additional" work in the following order:
  - i. First, offer work to part-time temporary faculty unit employees holding a three-year appointment up to and including a 1.0 time base. In the event the department has a need to assign work for which a temporary part-time faculty unit employee with a one-year appointment is objectively determined to be demonstrably better qualified, the one-year appointee may be assigned the work.

- ii. Next offer work to part-time temporary faculty unit employees holding a one year appointment up to and including a 1.0 time base.
- iii. Last, offer work to any other qualified candidate.

Pursuant to provision 20.2(b), the instructional assignments of individual faculty members will be determined by the appropriate administrator after consultation with the department chair or designee and/or the individual faculty member.

- c. Summer work assignments are to be made pursuant to Article 21, Summer Session.
- d. If it is necessary to assign a temporary faculty unit employee work in excess of 15 weighted teaching units (WTU) in any academic term in order to meet the requirements of provision 12.29 (a) or 12.29 (b), the campus shall compensate the temporary faculty unit employee for the overload under provision 36.5(d), or, by mutual agreement between the temporary faculty unit employee and the appropriate administrator, the campus may provide a commensurate workload reduction (without loss of compensation) in a subsequent academic term to be determined by the appropriate administrator in consultation with the temporary faculty unit employee.

12.30 A temporary counselor faculty unit employee or coaching faculty unit employee may request a classification review at any time during the appointment. All such requests shall be made to the appropriate administrator. Review criteria shall be based on the applicable classification standards for counselor faculty unit employees or coaching faculty unit employees. Procedures for classification review shall be determined by the President. The employee shall be notified in writing of the decision. If the employee is granted a higher classification, the employee shall receive compensation at the higher rate retroactive to the first day of the pay period immediately following the submission of the classification request. Decisions shall not be subject to the grievance procedure, but CFA may submit appeals of decisions for final and binding adjudication to a third-party neutral selected by the parties within 60 days of ratification of this Agreement. Costs shall be borne equally by the parties pursuant to the side letter to be developed by the parties.

12.31 The recruitment and appointment of tenure-track faculty shall take precedence over any appointment right and entitlement for temporary bargaining unit

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

### Visiting Faculty

12.32 Visiting Faculty appointments are full-time appointments for up to one (1) academic year. Individuals appointed into this classification shall not be eligible for a subsequent appointment in this classification for the duration of this Agreement. Pursuant to 12.1, faculty shall be involved in the recruitment and hiring process. The hiring of Visiting Faculty shall not result in the displacement or time base reduction of an incumbent Temporary Faculty Unit Employee as reflected in the order of work in provision 12.29. Effective with Academic Year 2006/2007, the number of employees in the Visiting Faculty classification code shall not exceed one hundred twenty-five (125) full time equivalent faculty (FTEF) systemwide. The use of the Visiting Faculty class code shall expire at the end this Agreement, which includes any extensions agreed to by the parties, and shall be subject to re-negotiation during negotiations for a successor agreement.

### Dedicated Lecturer Pay Raise Funding

12.33 Each department shall be provided with a pool of money sufficient to implement all contractually required increases for all temporary faculty unit employees in that department, and solely dedicated for that purpose.