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To: CSU Associate Vice Presidents, for Academic Affairs

From: Bill Candella *Bill*
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Collective Bargaining

Subject: New and Additional Work: Offering work to Temporary Employees That Would Take Them Above a 1.0 Timebase (15 WTU's)

Articles 12.29 (a)(8)(i) & (ii) and 12.29 (b) (8) (i) & (ii) confirm that new and additional work should be offered "up to and including a 1.0 time base" to temporary employees. This contractual requirement to offer the work continues even where the course that is being offered would necessarily take the time base of the temporary employee above 15 units. However, it was not the intention of the parties that these contractual provisions should create any new contractual obligation to pay a temporary employee for any units above those normally dictated by a 1.0 time base. Instead, it was anticipated that the administrator in each individual case would apply one of the three options detailed below.

1. **On those campuses where it is already the practice to pay units over and above 15, then it is presumed that this practice would continue (CSULA).**

On those campuses where this is not the established practice:

2. **The work will be offered to the temporary employee, who may then decline a course that would take them above the 15 units or**
3. **Accept the course with the understanding that no additional pay will accrue beyond that dictated by a 1.0 time base under normal circumstances.**

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From our discussions with the CFA it seems clear that administrators may receive requests from individual faculty members to consider a reduction in future workload assignments consistent with the number of units that they may have worked above a 1.0 timebase in an individual semester/quarter. The Chancellor's Office would advise an administrator who receives any such request that there is no contractual requirement to provide any such relief. The obligation under the contract is to offer the work "up to and including a 1.0 time base", and it therefore follows that the administrator would be entitled to summarily refuse any such request. However, should an administrator elect to enter into such an agreement with an individual faculty member, then it is also the Chancellor's Office opinion that the contract would not operate so as to specifically preclude any such agreement entered into by an administrator and temporary employee at the local campus level.