

COLLECTIVE BARGAINING AGREEMENT between the California Faculty Association and the Board of Trustees of the California State University

Excerpts from Article 12: Appointment

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.

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 have been assigned, the work shall first be offered to qualified temporary faculty in the department who have performed satisfactorily, in the following order:

**Volunteer faculty are faculty who are not receiving direct compensation from the CSU for the assigned Unit 3 work.*

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.

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.