

ARTICLE 6

CFA'S RIGHTS

- 6.1 Upon request of CFA, the CSU shall provide at no cost adequate facilities not otherwise required for campus business for meetings of the CFA. The CFA shall be afforded access to the existing campus telephone system at no cost to the CSU, contingent upon the ability of the system to accommodate such usage. The costs of installation and operation shall be borne by the CFA. The CFA shall also be afforded access to the CSUnet for systemwide and internet telecommunications access, at no cost to the CSU, contingent upon the ability of the system to accommodate such usage. The costs of installation and operation shall be borne by the CFA, at the CSUnet subscription rates.
- 6.2 The CFA shall bear the cost of all campus supplies incident to any CFA meeting or CFA business conducted on campus.
- 6.3 Intra-campus mail service, including electronic mail services, shall be available to CFA at no cost for official CFA communications. CFA shall package and label hard copy materials for convenient handling according to the normal specifications of the campus, which shall be communicated upon request from CFA. The identifier (CFA) shall appear on all materials sent through the campus mail service, including electronic mail, by CFA. Faculty unit employee mailboxes, if any, may be utilized by CFA for purposes of CFA communication to faculty unit employees.
- 6.4 CFA shall have the use of an adequate number of designated bulletin boards for the posting of CFA material. Such bulletin boards shall be visible, accessible to faculty unit employees, and in areas frequented by faculty unit employees.
- 6.5 A copy of CFA material posted on bulletin boards and CFA material intended for general distribution to faculty unit employees through the campus mail services, including email, shall be provided simultaneously to the appropriate administrator. CFA should exercise responsibility for the content of such material.
- 6.6 CFA shall not interfere with campus programs, operations, or the work of faculty unit employees.

- 6.7 The CFA Chapter President shall officially represent CFA on each campus. The name of the CFA Chapter President and alternate shall be provided to the President.
- 6.8 The appropriate administrator shall, as a courtesy, be notified of the presence of a representative of CFA on official business who is not a campus employee either upon their arrival at the campus or by telephone in advance of arrival. The names of representatives of CFA who are non-CSU employees and the names of systemwide CFA officers shall be provided to the appropriate administrator.
- 6.9 Upon the request of CFA, the campus Personnel Office shall provide CFA at no cost a monthly list of all faculty unit employees newly appointed for at least ninety (90) days. Such a list shall contain the name and the department or equivalent unit of such a faculty unit employee.
- 6.10 The term "no cost" as used in this Article shall be exclusive of actual overtime costs or extraordinary clean-up costs incurred by the CSU in complying with the provisions of this Article. Such costs shall be borne by CFA. When the facility request is submitted and CFA inquires, the CSU shall inform the CFA whether or not costs shall be charged.
- 6.11 Upon the request of CFA, employee lists including those generated by PIMS and other public information shall be provided to CFA as soon as reasonably practicable. If the Chancellor's Office provides information to CFA, the campus is not required to repeat and/or resupply production of requested items. A faculty unit employee's home address shall be released to CFA except when that employee officially has informed the CSU that they wish the home address withheld. The cost of all employee lists or public information provided to the CFA shall be borne by CFA except as provided elsewhere in the Agreement. Reimbursement by CFA shall be made no later than sixty (60) days after receipt of the CSU request for reimbursement.

Union Leave

All union leave, and reimbursements for such leave, shall be governed by the provisions set out below:

6.12 Upon the request of CFA, the CSU shall grant in a timely manner union leave without loss of compensation. Such leaves shall be granted up to the equivalent of sixteen (16) full-time positions per year.

- a. Such leave may be partial or full-time and shall not exceed one (1) year. An employee on such leave shall continue to earn all campus service credit and retirement credit. Vacation time, holiday time, and sick leave shall not accrue during such leave. A faculty unit employee on such leave shall have the right to return to their former position upon expiration of the leave. Such leave shall not constitute a break in the faculty unit employee's continuous service for the purpose of salary adjustments, sick leave, vacation, or seniority.
- b. The CSU shall be reimbursed by CFA for all compensation paid to the faculty unit employee on account of such leave and for any incidental costs, including the cost of benefits in an amount equal to the cost of CSU contributions for PERS retirement and an additional ten (10) percent of salary. Reimbursement of salary by CFA shall be ~~at the minimum salary rate for the rank of Full Professor, or~~ at the actual salary rate, ~~whichever is lower.~~ Reimbursement by CFA shall be made no later than sixty (60) days after receipt of the CSU request for reimbursement.
- c. Whenever possible, the foregoing shall be implemented only if the CFA notifies the CSU of the names of faculty unit members requesting leave ~~thirty (30) ninety (90)~~ days before the start of each academic term during which the leave will occur. The CFA agrees to meet with the CSU to discuss concerns regarding how release time under this provision impacts departmental instructional requirements.

6.13

- a. The following WTU pools shall be provided for the purpose of granting leave, without loss of compensation, for CFA representatives. There shall be a pool of six (6) WTUs on a semester campus, or eight (8) WTUs on a quarter campus, per academic term, for distribution among campus CFA chapter representatives. In addition, there shall be a statewide pool not to exceed twenty-four (24) WTUs per semester, or the quarter equivalent on quarter campuses, for distribution among CFA statewide representatives.

- b. Whenever possible, the foregoing shall be implemented only if the CFA notifies the CSU of the names of faculty unit members requesting leave ~~thirty (30) ninety (90)~~ days before the start of each academic term during which the leave will occur. The CFA agrees to meet with the CSU to discuss concerns regarding how release time under this provision impacts departmental instructional requirements.

6.14 The CFA may request unpaid leaves of absence for a specified period of time for CFA-designated faculty unit employees.

6.15 The CSU and the CFA shall endeavor to post on their websites an official version of this Agreement.

6.16 A faculty unit employee shall not suffer reprisals for participation in CFA activities.

Release Time for Negotiations

6.17 The CSU agrees that up to 42 members of the CFA negotiating team may request and shall be granted a leave during the academic term in which negotiations take place. The leave will be calculated on the basis of fifteen (15) Weighted Teaching Units representing a full load. ~~For those members of the bargaining team whose normal assignments involve classroom teaching, the requested leave shall be in increments which will facilitate course reassignment.~~

6.18 [Left blank by design]

6.19 The CSU shall be reimbursed by CFA for all the compensation paid to the employee in respect of such leave and for any incidental costs, including the cost of benefits in an amount equal to the cost of CSU contributions for PERS retirement and an additional ten (10) percent of salary. Reimbursement of salary by CFA shall be ~~at the minimum salary rate for the rank of Full Professor, or~~ at the actual salary rate, ~~whichever is lower~~. Reimbursement by CFA shall be made no later than sixty (60) days after receipt of the CSU request for reimbursement.

- 6.20 For those members of the bargaining team whose normal assignments involve classroom teaching, the requested leave shall be in increments which will facilitate course reassignment.
- 6.21 The work assignments of members of the negotiating team shall be rescheduled so that involved individuals shall have Thursdays and Fridays free of work assignments during the academic term in which negotiations occur to facilitate attendance at bargaining sessions.
- 6.22 Whenever possible, the foregoing shall be implemented only if the CFA notifies the CSU of the names of members of the bargaining team ~~thirty (30) ninety (90)~~ days before the start of each academic term during which bargaining will occur.
- 6.23 The CFA shall be provided appropriate office space on each campus, which shall, upon their request, be shared with other bargaining representatives. Rental charges for the duration of this Agreement shall be one dollar per year for each office provided.

New Employee Orientation

Definitions

- 6.24 Consistent with state law (Government code section 3255.5(b)(3)), “onboarding” is understood to mean the process by which New Faculty Unit Employees are advised of their employment status, rights, benefits, duties, and responsibilities. It may happen in person, online, through electronic communications, and/or mail or postal courier.
- 6.25 “New Faculty Unit Employee” means any Faculty Unit Employee as defined in Article 2.13 of the CFA-CSU Collective Bargaining Agreement. A temporary Faculty Unit Employee reappointed to a subsequent appointment at the same campus, who held an appointment at that campus in the current or immediately prior academic year shall not be considered a “New Faculty Unit Employee.”

New Employee Orientation - Orientation Events and Programs

6.26 In instances in which new Faculty Unit Employees are "onboarded" by way of New Faculty (Employee) Orientation, in which there is a program and/or an agenda, CFA will receive thirty (30) days' notice of such events. When onboarding events are scheduled with less than thirty days' notice CFA will receive a notice of the event as soon as the information is available for distribution to new employees.

6.27 CFA will be allotted time in the program – between the official start and end times of the program, excluding lunch and other breaks -- up to a maximum of thirty (30) minutes (or less if agreed to, by both the parties). There shall be no concurrent sessions for the New Faculty Unit Employees. Any deviation from this provision shall be only by mutual agreement.

6.28 Per Arbitrator Davis, the CSU shall invite all New Faculty Unit Employees, including those who are not among the tenure/tenure track ranks, to attend an orientation event or program soon after hire for the purpose of onboarding.

6.29 Per Arbitrator Davis, at all orientation events and programs, the CSU shall distribute a sign-in sheet for attendees. The sign-in sheets shall ask for at least the following information: name; department; cell phone number; and non-CSU email address. The CSU shall supply CFA's chapters with a copy of sign-in sheets within one business day of any orientation event and/or program.

6.30 When New Faculty/Employee Orientation programs are held in spaces that accommodate audio-video media and other technology consistent with "smart classrooms," CFA shall have access to and use of the technology in its presentation upon request and with reasonable notice to the appropriate administrator.

6.31 In order to allow CFA leaders to participate in orientations, the CSU shall permit coach, counselor, and librarian faculty reasonable leave to represent CFA at orientation sessions upon request and so long as there is no demonstrable interference with campus programs or operations.

New Employee Orientation - Office Visits by Appointment and Drop-in

6.32 In instances in which new Faculty Unit Employees are "onboarded" through scheduled office visits to Human Resources, or Academic Affairs, or equivalent

units, the CSU shall inform CFA of any appointments scheduled via a calendar to be shared with CFA. The CSU agrees to copy CFA on any "calendar invites" communicated via email. Additional arrangements may be made between campuses and their local CFA chapter to supplement this arrangement. CFA will be provided the opportunity to attend such appointments, and CFA will provide advance notice of CFA attendance. When onboarding occurs through drop-in visits or CFA representatives are unavailable, the CSU agrees to provide new Faculty Unit Employees with a "packet" to be supplied by CFA for such purposes. CSU agrees that when it distributes CFA packets, or supplies any information about CFA, its agents will do so without commentary or information beyond the source (the faculty union, CFA). The CSU is not required to offer CFA's packet more than once to any new Faculty Unit Employee.

6.33 On campuses in which open/drop-in hours are provided for new Faculty Unit Employees to complete "onboarding," the campuses shall provide the times and locations to CFA's campus chapter (care of CFA staff and/or CFA Chapter President).

New Employee Orientation - Mail and Online

6.34 In instances in which new Faculty Unit Employees are “onboarded” remotely by U.S. mail, other courier services, email, and/or other online mechanisms, the CSU agrees to provide new Faculty Unit Employees with a “packet” to be supplied by CFA for such purposes. CFA packets will be provided in the format utilized by the campus (paper or electronic) for new Faculty Unit Employees who do not physically present themselves to CSU’s administrative offices. If the CSU is unable to distribute CFA’s “packet” in the format provided, the parties agree to reach alternative solutions at the campus level. CSU agrees that when it distributes CFA packets, or supplies any information about CFA, its agents will do so without commentary or information beyond the source (the faculty union, CFA). The CSU is not required to offer CFA’s packet more than once to any new Faculty Unit Employee.

6.35 In the official notification of appointment of a new faculty unit employee, the CSU agrees to include the following statement which will be attributed to CFA: “You are represented by the California Faculty Association, a union of 29,000 professors, lecturers, librarians, counselors and coaches who teach in the California State University system. In classrooms on the 23 CSU campuses, CFA members work hard to teach our students. To join, as an active member with rights to vote and engage fully on behalf of yourself and others, go to: <https://www.calfac.org/join-cfa>.” This message and link may be updated annually upon the union’s request. If the CSU objects to the content of any updated message because it deviates from the purpose of this agreement, the parties agree to submit the matter to a neutral third party (next available arbitrator in current Article 10 panel).

6.36 If a campus offers a web page devoted to onboarding new faculty unit employees, the CSU agrees to include the following statement which will be attributed to CFA: "You are represented by the California Faculty Association, a union of 29,000 professors, lecturers, librarians, counselors and coaches who teach in the California State University system. In classrooms on the 23 CSU campuses, CFA members work hard to teach our students. To join, as an active member with rights to vote and engage fully on behalf of yourself and others, go to: <https://www.calfac.org/join-cfa>." This message and link may be updated annually upon the union's request. If the CSU objects to the content of any updated message because it deviates from the purpose of this agreement, the parties agree to submit the matter to a neutral third party (next available arbitrator in current Article 10 panel). Per Arbitrator Davis, the CSU shall display/embed CFA's "Message From Your Union" video, which may be updated annually upon the union's request. If the CSU objects to the content of any updated video because it deviates from the purpose of the agreement, the parties agree to submit the matter to a neutral third party (next available arbitrator in the Article 10 panel).

New Employee Orientation - Employee Information

6.37 AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file for newly hired Faculty Unit Employees within 30 days of the date of hire or by the first pay period of the month following hire. The CSU agrees that in each pay period the CSU will provide the required new hire information for the two prior pay periods. The parties agree to continue to adhere to Article 6.9 of the Collective Bargaining Agreement. Nothing in this agreement is intended to undermine or discourage campus and local CFA chapters from developing and/or maintaining additional campus-based practices regarding the provision of employee information.

6.38 AB 119 requires the CSU to provide the name, job title, department, work location, work, home, and personal cellular telephone numbers, personal email addresses, and home address on file for all employees at least every 120 days. The CSU shall provide the required information by November 15 and May 15 of each year based on data available as of October 31 and April 30 of each year.

Notwithstanding this provision, the CSU shall supply information at any time upon request of CFA.