

## **CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA POLICY NO: 1301**

### **TEMPORARY FACULTY APPOINTMENTS**

Temporary appointments may be for periods of a quarter, parts of a year, or one or more years. Following three 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 year appointment. "Similar assignment" generally means in the same department and on a comparable time base; clarification of "similar assignments" in individual cases can be made by the dean or director's office, or by the office of academic affairs.

An appointment for a less than full-time temporary faculty may be on a conditional basis. The conditions established at the time of appointment may relate to enrollment and budget considerations. If a class is cancelled, the temporary employee shall be paid for class hours taught. Classes may be cancelled any time prior to the third class meeting. 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.

Full-time temporary faculty shall not be appointed on a conditional basis.

Each department or equivalent unit shall maintain a list of temporary faculty who have been evaluated by the department or equivalent unit, and copies of previous periodic evaluations and applications shall receive careful consideration. (See policy on Faculty Evaluations)

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 his/her previous appointment.

Upon completion of thirty-six academic units (WTU's) 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 Collective Bargaining Agreement (CBA) Article 31, only during years when the parties have agreed to provide Service Salary Step Increases. (See CBA, Section 12.3 – 12.11)

A lecturer who receives a new appointment may be placed on the salary schedule above the maximum Service Salary Step Increase rate within his or her then-current salary range.

Temporary faculty unit employees (excluding coaches) employed during the prior academic year and possessing six or more years of prior consecutive service on that campus, shall be offered a three year temporary appointment. One year of service shall be considered employment of two (2) quarters during a single academic year. In calculating the six-year eligibility period service need not be continuous, but the entire six (6) year

period must have been worked on a this campus in a single department. The time base for initial and subsequent three year appointments shall be established by the dean or director's office, or by the office of academic affairs pursuant to the requirements of the Collective Bargaining Agreement, Sections 12.3 – 12.12.

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 the contractual entitlement for the duration of the three-year appointment.

If at the end of a three-year appointment, no work exists in the department to support the subsequent appointment of the lecturer or if the time base of the lecturer was zero during the third year of her/his appointment, s/he shall be placed on a departmental re-employment list established for this purpose. When such lecturer is officially notified that no work exists to support the subsequent appointment, the official notification shall also inform the lecturer of the right to be placed on the list for a period of three (3) years. No later than July 1 of each year during the period the lecturer is on the list, the lecturer must inform her/his department chair of the lecturer'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 list.

An employee returning from the department re-employment list will be employed at the same rate of pay which 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 list shall not constitute a break-in-service

Temporary faculty (excluding coaches) holding three-year appointments shall have the expectation of appointment to subsequent three-year appointments except in instances of documented unsatisfactory performance or serious conduct problems. These temporary faculty will be re-appointed 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 his/her successor three-year appointment may be reduced to reflect available work for which the temporary faculty member is qualified.

# CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA

## POLICY NO: 1312

### FACULTY REAPPOINTMENT AND TENURE

#### 1.0 Reappointment of Probationary Faculty

After initial appointment, reappointments of academic personnel are made each year during the probationary period unless a determination not to reappoint a probationary academic employee is made in accordance with the provisions in the approved University Retention, Tenure and Promotion Policy and Procedures.

#### 2.0 Probationary Period

The term probationary faculty member refers to a full-time faculty unit employee appointed with probationary status and serving a period of probation. A probationary period is the period of service, prior to the granting or denial of tenure, credited to a faculty member who has received a probationary appointment. The normal period of probation shall be six years of credited service or full-time probationary service. A year of service for a faculty unit employee in an academic year position is three (3) consecutive quarters of employment within an academic year. A year of service for a faculty unit employee in a twelve (12) month position is any consecutive twelve (12) months of full-time employment. A year of service for a faculty unit employee in a ten (10) month position is ten (10) months of full-time employment within a twelve (12) month period of time. The (10) months of required service for each twelve (12) month period shall be determined by the President upon appointment of the faculty unit member. For the purpose of calculating the probationary period, a year of service commences with the first fall term of appointment.

Any deviation from the normal six-year probationary period shall be the decision of the president following consideration of recommendations from the various levels of tenure review. Upon the request of a faculty unit employee to the President made no later than the first day of the leave of absence listed below, or any extension thereto, his/her probationary period shall be extended for the following duration and reasons:

- a. A one (1) year extension of the probationary period when the employee is on a leave of absence for pregnancy/birth or adoption for one (1) year.
- b. An extension of the probationary period for the duration of the leave when the employee is on a personal leave of absence without pay for one (1) or more full academic years.

- c. A one (1) year extension of the probationary period when the employee is on a professional leave of absence without pay for two (2) or more academic years.

Upon the request of a faculty unit employee to the President made no later than thirty (30) days prior to the beginning of the academic term in which s/he is scheduled to return to work, his/her probationary period may be extended for one (1) academic year for the following absences of less than one (1) academic year:

- a. Leave of absence for pregnancy/birth or adoption
- b. Personal leave of absence without pay
- c. Professional leave of absence without pay
- d. Workers' Compensation
- e. Industrial Disability Leave
- f. Nonindustrial Disability Leave g. Paid sick leave.

A probationary faculty member shall be subject to the evaluation policy and procedures under the University Retention, Tenure, and Promotion Policy and Procedures. The president shall review and consider the evaluation recommendations and relevant material and make a final decision on retention. The president shall notify a probationary faculty member who has served fewer than two years of probation of the final decision on retention no later than February 15. The president shall notify a probationary faculty member who has served more than two years of probation of a final decision on retention, appointment with tenure, or a terminal year appointment no later than June 1. Official notification to a probationary faculty member of a terminal year appointment shall indicate that the faculty member has no further appointment rights. Terminal year appointments shall be limited to probationary faculty unit employees who have served a minimum of three years of probation. (See CBA, Sections 13.1 13.12)

### **3.0 Tenure**

The term "tenure" refers to the right of a faculty member awarded tenure to continued permanent employment at the campus as a faculty member except when such employment is voluntarily terminated or terminated by the president pursuant to applicable laws and agreement.

A probationary faculty member is subject to a performance review for the purpose of award of tenure. The president shall review the performance review recommendations and relevant material and make a final decision as to the award or denial of tenure, and shall officially notify the probationary faculty member of the final decision on the award or denial of tenure no later than June 1. Tenure shall be effective at the beginning of the academic year succeeding the year in which tenure

is awarded. (See CBA, Sections 13.13 -13.20).

The contract refers to the campus policy on award of tenure upon initial appointment. To best of my knowledge we do not have a written policy in this regard. Recommend a referral by EC.

**CALIFORNIA STATE POLYTEHNIC UNIVERSITY, POMONA  
POLICY NO: 1314**

**PROBATIONARY APPOINTMENTS**

Initial probationary appointments and subsequent probationary appointments may be for a period of one or more years. Recommendations regarding probationary appointments shall originate at the department or equivalent unit. Probationary appointment procedures shall follow the provisions in Recruitment and Appointment of Tenure-line faculty .

Probationary appointments are normally made at the assistant professor or equivalent librarian rank. The president may appoint an employee at a higher rank. (See Unit 3 CBA, Sections 12.10 -12.12)

When a faculty member is appointed with certain specific stipulations which will prevail in later decisions on reappointment and/or tenure, these stipulations shall be made to the faculty member in writing prior to his/her formal acceptance of the appointment. However, no stipulations shall be made which will bind the recommendations of committees in ways that circumvent established rules and procedures.

The President, upon recommendation by the affected department or equivalent unit, may grant to a faculty member at the time of initial appointment to probationary status up to two years service credit for probation based on previous service at a postsecondary education institution, previous full-time CSU employment, or comparable experience. A year of service for a faculty member in an academic year position is any three quarters in a period of four consecutive quarters. A year of service for a faculty member in a twelve month position is any consecutive twelve months of full-time employment. A year of service for a faculty member in a ten month position is ten months of full-time employment within a twelve month period of time. The ten months of required service for each twelve month period shall be determined by the president upon appointment of the faculty member. (See Unit 3 CBA, Section 13.4 and 13.6)

**CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA**  
**POLICY NO: 1327**  
**FACULTY EVALUATION**

**1.0 Purpose**

The ultimate purpose of evaluation is to provide guidance and assistance to faculty members that will maximize their performance in ways contributing to the mission and goals of the university, its colleges and its departments. Techniques and criteria developed for the purpose of evaluating performance of a faculty member in any particular discipline must be appropriate to the personnel and discipline involved and approved by the university.

All faculty members are expected to make contributions through teaching excellence, professional growth and services to the university and community. This is not intended to indicate that each area is equally important for all disciplines and all people at all times, but only to indicate that these areas identify elements which must be present to be compatible with the goals of the university. The primary goal of the university is student learning and teaching excellence.

**2.0 Definitions and General Provisions**

The term “evaluation” refers to both Performance Review (RTP evaluations) and Periodic Evaluation of faculty members. All faculty evaluations shall be subject to the following general provisions.

All faculty evaluations shall include a consideration of student evaluations of teaching in accordance with the provisions of Student Evaluation of Teaching policy and the Unit 3 collective bargaining agreement.

Performance reviews are evaluations for the purpose of retention of a probationary faculty member, tenure, and promotion. RTP evaluations shall follow all applicable provisions of Retention, Tenure and Promotion Policy and Procedures, the collective bargaining agreement, and policy on Student Evaluation of Teaching, as well as those stated here under general provisions and in section 3.0.

Periodic evaluations of faculty performance are conducted for the following purposes:

- 1) Evaluating the performance of temporary faculty members (full-time and part-time lecturers)
- 2) Evaluating the performance of probationary faculty members in the first year of a two-year initial contract

- 3) Evaluating the performance of tenured faculty members who are not subject to performance review for promotion (post-tenure review)

The probationary and tenured faculty members of each department or equivalent unit shall develop specific criteria for each type of evaluation, appropriate to their discipline. These approved criteria shall be the sole basis of faculty evaluations at all levels of review.

Evaluation criteria, procedures, and timelines for conducting the evaluation shall be made available to the faculty member being evaluated no later than fourteen days after the start of the first quarter of his/her initial appointment. The faculty member shall be advised of any changes to criteria and procedures prior to the commencement of the evaluation process. There shall be no change to the criteria and the procedures during the evaluation process.

Deliberations on faculty evaluations shall be confidential.

Recommendations at all level of review shall be confidential except that the affected faculty unit employee, appropriate administrators, the President, and the peer review committee members shall have access to written recommendations.

A request for an external review of materials submitted by a faculty unit employee may be initiated at any level of review by any party to the review. Such a request shall document (1) the special circumstances which necessitate an outside reviewer, and (2) the nature of the materials needing the evaluation of an external reviewer. The request must be approved by the President with the concurrence of the faculty unit employee.

The periodic or performance review for individuals holding a joint appointment in more than one (1) academic department or equivalent unit shall be conducted by each department in which the individual holds an appointment or in accordance with campus procedures may be conducted by a committee with representation from each department in which the individual holds an appointment.

When classroom visits are utilized as part of the evaluation of a faculty unit employee, the individual faculty unit employee being evaluated shall be provided a notice of at least five (5) days that a classroom visit is to take place. There shall be consultation between the faculty member being evaluated and the individual who visits his/her class(es).

Only tenured full-time faculty unit employees and academic administrators may engage in deliberations and make recommendations regarding the evaluation of the faculty members.

A separate evaluation file (Working Personnel Action File) shall be prepared for use in each evaluation cycle. The file shall include as a minimum the following:

- 1) The applicable departmental evaluation criteria used for evaluating the



performance of the faculty member.

- 2) All necessary forms and documents.
- 3) All information provided by the faculty member being evaluated, subject to other applicable provisions described in this section.
- 4) All information provided by other faculty members and students and the response or rebuttal statements of the faculty member being evaluated, if any.
- 5) All peer committees and administrative evaluations and recommendations and the response or rebuttal statements of the faculty member being evaluated, if any.

At all levels of review, before recommendations are forwarded to a subsequent review level, the faculty member being evaluated shall be given a copy of the recommendations which shall state in writing the reasons for the recommendations. The faculty member shall have the right to respond or submit a rebuttal statement in writing no later than ten (10) calendar days following receipt of the recommendation. A copy of the response or rebuttal statement shall be included in the evaluation file and shall be sent to all previous levels of review. Upon request, the faculty member being evaluated shall be entitled to a meeting to discuss the recommendations with the recommending party. The evaluation timeline must include provisions for the meeting between the faculty member and the recommending party at each level of review.

Materials submitted by the faculty member being evaluated shall be deemed incorporated by reference in the evaluation file, but need not be physically placed in the file. An index of those materials shall be prepared by the faculty member at the beginning of the evaluation cycle and submitted with the materials to the first level of review. The index shall remain in the evaluation file and be updated to reflect any material added to the file during the course of evaluation. The materials shall be returned to the faculty member being evaluated after completion of the first level of review. The faculty member shall provide the materials to any other level of review upon request by the chair of the appropriate evaluation committee or the appropriate administrator who will then be responsible for returning the materials to the faculty member being evaluated after completion of their review. Before the evaluation file is forwarded to another level of review, all documents and materials shall be signed on every page by the faculty member being evaluated.

### **3.0 Performance Review (RTP Evaluation) (CBA 15.1 - 15.18; 15.35 -15.45)**

RTP evaluations shall follow the provisions of Retention, Tenure and Promotion Policy and Procedures and shall be reported on the standard university Faculty Performance Review Form (RTP package)

The RTP committee elected by the probationary and tenured faculty members of each department has the principal responsibility for performance review of faculty members in its department. At the request of a department, the President may agree that a faculty unit employee participating in the Faculty Early Retirement Program (FERP) may also engage in deliberations and make recommendations regarding the evaluation of a faculty unit employee.

The university shall develop and specify a timeline for conducting performance reviews (RTP evaluations). At each level of evaluation, the appropriate committee or administrator may develop their own timeline for conducting the evaluation. Evaluation at all levels shall be completed within the time period specified by the university.

The criteria and procedure for performance review of faculty members must provide the opportunity for the Department RTP Committee to actively solicit and obtain statements from other faculty unit employees, students, and administrators regarding qualifications and work of the faculty member being evaluated. All information provided by these sources should be in writing and identify the contributor by name. A copy of all statements must be provided to the faculty member being evaluated. The faculty member being evaluated shall have the right to respond or submit a rebuttal statement in writing no later than ten (10) calendar days following the receipt of the statements. All statements obtained and the faculty member's response or rebuttal statements shall become part of the evaluation file.

At the completion of the first level of evaluation, the performance review evaluation file shall be declared complete with respect to the documentation of performance. Insertion of additional material after this declaration must have the approval of the University RTP Committee.

### **4.0 Periodic Evaluation of Tenured Faculty Members (Post-tenure Evaluation) (CBA 15.1-15.18, 15.32-15.34)**

Periodic evaluation of tenured faculty members not under consideration for promotion shall be conducted by a department committee of full-time tenured faculty members elected by the probationary and tenured members of the department. This committee may be the RTP committee, a subcommittee of the RTP committee, or a separate committee. Each department shall develop criteria and procedures to be used for periodic evaluation of tenured faculty members, which shall be submitted to the dean or director for approval no later than March 15.

Tenured faculty members and tenured faculty members on early retirement (FERP) shall be evaluated at intervals of no greater than five years. Evaluations shall be conducted during the spring quarter and reported on the appropriate pages of the university Faculty Performance Review Form. For those with teaching responsibilities, consideration shall include student evaluations of teaching performance. The evaluation of the tenured faculty member shall terminate at the college dean/director's level.

The faculty member being evaluated shall receive a copy of the reports of the department committee and the dean/director and shall meet with both parties to discuss his/her strengths and weaknesses along with suggestions, if any, for improvement.

A copy of the reports of the peer committee and the appropriate administrator shall be placed in the faculty member's Personnel Action File in conformance with standard procedure for introducing material to a Personnel Action File.

#### **5.0 Periodic Evaluation of First Year Probationary Faculty Members with Initial Two-Year Appointments (CBA 15.1-15.18, 15.28-15.31)**

This policy intends to place the University in compliance with the Unit 3 CBA (Sec. 15.29), which mandates annual evaluation of probationary faculty members. It applies to probationary faculty members with initial appointments of two years or longer. All other probationary faculty members are evaluated under the normal RTP process (see Section 3.0).

The following procedures shall apply:

- A. The department or equivalent unit must provide the probationary faculty member with copies of this policy and the department RTP criteria no later than September 30 of the initial year of the faculty member's appointment.
- B. On or before the first Monday in February of the faculty member's initial year of appointment, the probationary faculty member shall submit to the department/center/library RTP committee in the form of a memorandum or using the Faculty Performance Review Form, a statement consisting of three parts:
  1. A self-evaluation of teaching (or equivalent activity for librarians); and
  2. A self-evaluation of professional accomplishments and service responsibilities performed since arrival on campus; and
  3. A plan toward satisfying the RTP criteria for reappointment.
- C. The department/center/library RTP committee or a sub-committee thereof selected by the RTP Committee, shall evaluate the performance of the probationary faculty member. In the context of other appropriate RTP criteria, the evaluation shall consider at least the following:

1. Teaching performance (or equivalent activity for librarians):
    - a. Evaluations must consider student evaluations of one or more courses taught. Such student evaluations shall be mandatory for these faculty members.
    - b. Evaluation must consider other indicators of performance such as classroom peer observations, course materials, or examinations.
  2. Professional activities other than teaching.
  3. Service responsibilities performed.
  4. The faculty member's plan for progress.
  5. Written comments solicited from the department chair or equivalent if he/she is tenured and not a member of the evaluation committee.
- D. A copy of the evaluation, prepared in a memorandum signed by all members of the evaluation committee or using the Faculty Performance Review form, shall be given to the probationary faculty member on or before the third Monday in February. The faculty member shall have ten (10) calendar days in which to submit any desired written response to the evaluation. On or before the first Monday in March, the department shall forward the evaluation and any written response to the dean/director.
- E. On or before the third Monday in March, the dean/director shall meet with the probationary faculty member to review the department evaluation. The dean/director shall prepare a separate written evaluation or other statement, a signed copy of which must be presented to the probationary faculty member within seven days of the meeting. The faculty member may respond in writing to the dean/director's evaluation/statement within ten (10) calendar days of the date of the dean/director's evaluation/statement. As a minimum, the probationary faculty member must sign the statement indicating he/she has read the statement even if he/she determines not to make a written response.
- F. All evaluation documents, including any written responses, shall become part of the faculty member's Personnel Action File.

On or before September 25 of each year, the Associate Vice President for Faculty Affairs shall prepare for campus distribution a calendar of the specific dates described in the procedures above.

**6.0 Periodic Evaluation of Temporary Faculty Members (CBA 15.1 - 15.18, 15.23 - 15.27)**

Full time temporary faculty members appointed for three or more quarters,

regardless of a break in service, shall be evaluated once in each academic year. More frequent evaluations may be required by the department or requested by the temporary faculty member.

Part-time faculty members appointed for three or more quarters, regardless of a break in service, shall be evaluated each year. More frequent evaluations may be required by the department or requested by the temporary faculty member.

Part-time faculty members appointed for two quarters or less shall be evaluated at the discretion of the department chair, the appropriate administrator, or the department or equivalent unit. The part-time faculty member may request that an evaluation be performed.

Temporary faculty unit employees holding three (3) year appointments pursuant to Article 12 shall be evaluated at least once during the term of their appointment and may be evaluated more frequently upon the request of either the employee or the President.

The evaluation committee may be elected by the department, appointed by the chair or chosen by some other means. The choice of how to select the committee must be approved by majority vote of the probationary and tenured faculty members in each department or equivalent unit. Membership on the committee shall be restricted to the full-time tenured faculty members of the department and there shall be a minimum of two members.

Evaluation of temporary faculty members shall only include an assessment of teaching performance and/or other assigned duties specifically defined and described in the letter of appointment or contract. The evaluation criteria and procedure shall include as a minimum the following:

- 1) Summaries and interpretation of the student evaluations of the faculty member being evaluated.
- 2) Evaluation of teaching performance based on syllabi, outlines, handouts and other course material.
- 3) A statement prepared by the department chair which shall also include an assessment of the faculty member's performance with regard to the assigned and related duties, if any, in addition to an assessment of the teaching performance.
- 4) In the case of full-time temporary faculty members (full-time teaching load for three quarters during the academic year) a statement prepared by the dean/director.

Periodic evaluation of temporary faculty members shall be reported on the university standard Periodic Evaluation Form or an equivalent form approved by

the department or the equivalent unit. If a different form or document is used, it shall include all applicable elements as specified above, including signatures of all evaluators.

The Department or equivalent unit in consultation with the Dean/Director shall develop and specify a timeline for conducting periodic evaluation of lecturers. At each level of evaluation, the appropriate committee or administrator may develop their own timeline for conducting the evaluation. Evaluation at all levels shall be completed within the specified time period.

The evaluation of temporary faculty members shall terminate at the dean/director's level.

A copy of the evaluation results as well as all responses and rebuttal statements as described in Section 2.0 shall be placed in the temporary faculty member's Personnel Action File.

## **CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA POLICY NO: 1334**

### **FACULTY PROMOTION**

Faculty promotions are governed by the policies and procedures specified in Retention, Tenure and Promotion Policy and Procedures. Promotion is the advancement of a probationary or tenured faculty member who holds academic or librarian rank to a higher academic or librarian rank, or advancement of a Counselor faculty employee to a higher classification.

A probationary faculty employee shall normally be considered for promotion at the same time he/she is considered for tenure. Probationary faculty shall not be promoted beyond the rank of Associate. A faculty unit employee in the rank of instructor or librarian equivalent may be considered for promotion after completing one (1) year of service in rank.

The promotion of a tenured faculty unit employee shall normally be effective the beginning of the sixth (6th) year after appointment to his/her current academic rank/classification. In such cases, the performance review for promotion shall take place during the year preceding the effective date of the promotion. This provision shall not apply if the Faculty employee requests in writing that he/she not be considered. In some circumstances, a faculty member may, upon application and with a positive recommendation from his/her department or equivalent unit, be considered for promotion to Professor, Librarian equivalent, or SSP - AR Level III, prior to having satisfied the service requirements above.

Time lines for the promotion process shall be announced by the president after consideration of the recommendations, if any, of the appropriate faculty committee(s). Promotion applications shall not normally be accepted after the announced timeline for applications.

Prior to the final decision, candidates for promotion may withdraw without prejudice from consideration at any level of review.

The President shall review and consider the performance review recommendations, relevant material and information, and the availability of funds for promotion. The president shall make a final decision on promotion and shall notify the faculty unit employee in writing of the final decision on the promotion no later than June 15. Such response shall include the reasons for approval or denial and shall indicate the effective date of the promotion, if any. For individuals holding a joint appointment in more than one (1) department or equivalent unit, the President shall make a single decision regarding promotion.

The effective date of promotion of faculty serving in academic year (three quarter) positions shall be at the beginning of the academic quarter following completion of the

year of service in progress when application was made. For faculty serving in 12-month positions, the effective date of promotion shall be the next anniversary date of appointment.



# **CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA POLICY NO: 1350**

## **FACULTY GRIEVANCE AND DISCIPLINARY ACTION**

### **1.0 Grievance**

Faculty grievance procedures are governed by Article 10 of the Unit 3 Collective Bargaining Agreement (CBA).

The CBA provides for two types of grievances: contract grievances and faculty status grievances. All formal grievances must be filed on the appropriate form available from the office of academic affairs or from the California Faculty Association.

Contract grievances allege a violation, misapplication, or misinterpretation of one or more provisions of the CBA which has directly wronged the grievant or group of grievants. Faculty status grievances arise from an allegation that the employee was directly wronged in connection with the rights accruing to his or her job classification, benefits, working conditions, appointment, reappointment, tenure, promotion, reassignment, or the like, including but not limited to rights arising under the CBA. A grievance does not include matters such as salary structure, which require legislative action; or the merit pay programs (Post Promotion Increases and Equity Increases) as defined in Article 31 of the CBA, which provide for their own binding appeals.

Questions about faculty grievance should be addressed to the Associate Vice President Faculty Affairs or to the campus representative of the California Faculty Association.

### **2.0 Faculty Reprimands, Temporary Suspension and Disciplinary Action**

Faculty may not be subject to Disciplinary actions without due process, except as provided in Section 43522 of Title 5, California Administrative Code. Sections 89535 and 89536 of the Education Code provide that probationary or tenured faculty may be suspended without pay, demoted or dismissed at any time for the following causes:

- a. immoral conduct;
- b. unprofessional conduct;
- c. dishonesty;
- d. incompetency;
- e. addiction to the use of narcotics or habit-forming drugs; failure or refusal to perform the normal and reasonable duties of the position;
- f. conviction of a felony or conviction of any misdemeanor involving moral turpitude;
- g. fraud in securing appointment;
- h. drunkenness on duty;
- i. mental or physical unfitness for position occupied.

Reprimands, temporary suspension and disciplinary action procedures are governed by Articles 17, 18, and 19 of the Unit 3 CBA. Copies of these articles may be obtained from the campus representative of the California Faculty Association.

**CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA**  
**POLICY NO: 1393**

**FACULTY OVERTIME**

Academic personnel are employed in classifications for which the regular rate of pay is full compensation for all time required to perform their assigned duties. No work by an academic staff member is considered overtime for the state except that:

- a. individuals on 10-month or 12-month appointments, who are required to work on a legal holiday when the university is in session, will be credited automatically with a compensating day off.
- b. individuals on academic year status may be appointed for an extra quarter assignment. A faculty member who teaches an extra quarter for extra compensation will be compensated at the rate of 33-1/3 percent of that individual's annual salary in three monthly installments, in addition to any salary payments due to him/her for services during normal academic year. Income tax is the only payroll deduction withheld from salary payments for the extra quarter assignment. (See policy on Extra Quarter Assignment and Compensation.)

## **CALIFORNIA STATE POLYTECHNIC UNIVERSITY, POMONA POLICY NO: 1397**

### **FACULTY WORKLOAD**

Every effort has been made to ensure compliance of this policy with the current Collective Bargaining Agreement (CBA). Direct references to CBA are cited parenthetically by Agreement section (e.g. CBA 20.1).

The primary professional responsibilities of instructional faculty members are: teaching, research, scholarship, creative activity, and service to the University, profession and to the community. Faculty members have additional professional responsibilities such as: advising students, participation in campus and system-wide committees, maintaining office hours, working collaboratively and productively with colleagues and participation in traditional academic functions (CBA 20.1).

The professional obligation of faculty comprises both scheduled and non-scheduled activities. It is part of the professional responsibilities of faculty to carry out their duties in an appropriate manner and place. For example, instructional activities, office hours, and other duties and responsibilities shall be required to be performed at a specific time and place by an appropriate administrator after consultation with the department and/or the faculty member. Non-scheduled activities such as preparation for class, evaluation of student performance, syllabus preparation and revision, and review of current literature and research are more appropriately performed in a manner and place determined by the faculty member. Faculty members are employed to provide teaching and advisory service to students and related academic services to the university. Faculty members shall meet all scheduled classes and laboratories during the week and maintain office hours so they will be available to students and advisees (CBA 20.1).

In the assignment of workload, consideration shall be given to at least the following factors: graduate instruction, activity classes, laboratory courses, supervision, distance learning, sports, and directed study. Consideration for adjustments in workload shall be given to at least the following: preparation for substantive changes in instructional method, research, student teacher supervision, thesis supervision, fieldwork, and service on a university committee. Faculty have the obligation to be available to students, to assume normal committee assignments, and other professional service related to the mission of the campus (CBA 20.3).

Teaching faculty shall not be required to teach an excessive number of contact hours, assume an excessive student load, or be assigned an unreasonable workload or schedule (CBA 20.3). The annual full-time assignment for faculty employees shall normally average fifteen weighted units per quarter. The assignment shall normally be composed of twelve weighted units for instruction and three weighted units for instruction-related responsibilities per quarter. A variation of the normal full-time assignment per quarter shall not exceed an annual average of fifteen weighted units for instruction and

instruction-related responsibilities per quarter. (These provisions apply pro rata to part-time faculty).

For the purpose of consulting with students, full-time faculty shall hold office periods totaling 5 hours per week. Office hours shall be scheduled on at least three weekdays (commensurate with teaching fraction for part-time faculty) at times which adequately serve the needs of students. Office hour schedules on less than three weekdays must be endorsed by the department chair and approved by the dean or director; they should be requested for reasons directly related to faculty workload, such as committee responsibilities, research, special assignments and other professional demands. Problems related to office hour schedules are to be resolved by the dean or director in consultation with the department chair.

A faculty employee who is assigned temporary substitute duty of a short duration, which shall normally be up to twenty (20) working days shall be compensated at the faculty substitute rate. Temporary substitute assignments of a long duration, which shall normally be greater than twenty (20) working days, shall be compensated by an appropriate workload reduction as soon as practicable or, if the faculty member is not employed in the next academic term, he/she shall be appropriately compensated upon separation for the class hours taught. For compelling reasons, a faculty member may decline such an assignment. Nothing in this provision shall preclude faculty employees from voluntarily making informal substitute arrangements of short duration with a colleague, subject to approval of the department chair (CBA 20.8).

The assignment of librarians may include, but shall not be limited to, library services, reference services, circulation services, technical services, on-line reference services, teaching in library subject matter, service on system-wide and campus committees and task forces, and activities that foster professional growth, including creative activity and research. Such assignments shall be made by the appropriate administrator after consultation with the librarian employee. (For special assignments, schedules, work hours and work plans for librarians, see CBA 20.9 -20.2)

The assignment of a counselor may include but shall not be limited to individual counseling, group counseling, consultation and referral, intern training and supervision, teaching, service on system-wide and campus committees and task forces, and activities that foster professional growth including creative activity and research. Such assignments shall be made by the appropriate administrator after consultation with the Counselor employees. (For special assignments, schedules, work hours and work plans for counselors see CBA 20.11-20.24)

The assignment of coaches may include, but shall not be limited to, coaching and related duties, service on appropriate system wide and campus committees and task forces, public services, teaching responsibilities and student advising. (See CBA 20.25 - 24.29)

Academic department chairs shall normally be selected from the list of tenured or probationary faculty employees recommended by the department for the assignment (see

policy on Department Chair Appointment). Department chairs shall perform duties and carry out responsibilities assigned by the president. Department chairs shall be appointed by ' the president and shall serve at the pleasure of the president.