

**SUMMARY OF LECTURER PROVISIONS IN COLLECTIVE
BARGAINING AGREEMENT (CONTRACT) 2006-2010
(Rev. August 6, 2007)**

Article 12 Appointment

- Protects previously established Lecturer job security and due process rights, including SSI eligibility of 24 semester units/36 quarter units.
- Clarifies concept that work can be accrued up to and including a 1.0 timebase.
- Initial and roll-over three-year appointments are automatic except in cases of documented unsatisfactory performance or serious conduct problems. There is no “special or separate” evaluation required. Subsequent three-year appointments are determined by timebase during third year of previous appointment. Art. 12.12-12.13
- Eliminates from assignment order of work CSU’s concept of “temporary temporary” or “replacement” work.
- During term of an appointment, part-time Lecturers who accrue additional work up to and including a 1.0 time remain conditional. A subsequent full-time appointment will be unconditional. Art.12.5
- Lecturer paid for whole term if class cancelled after class meets for third time. Art. 12.5
- Establishes that entitlement is protected throughout a three-year appointment even if reduced or no work is available (“zero-time-base” appointment concept). Art. 12.12 (f)
- At the end of a 3-year appointment, if there is no work available or if the Lecturer has a zero-time-base, Lecturer is placed on recall list and given preference for work that becomes available. Art. 12.12 (h) (See also assignment order of work in 12.29 and Article 38.48.)
- Includes chart in contract appendix clarifying eligibility for 1 and 3-year appointments.
- Requires campuses to establish deadlines for beginning and conclusion of range elevation reviews and for payment of range elevation increases. Art. 12.16
- Removes limits on the amount of money available for range elevation appeals, allows appellants to make a presentation and have CFA representation at appeals, and establishes timelines for appeals. As in previous contract, peer review panel decisions on range elevation appeals are final and binding. Art. 12.20
- Teaching Associates (TAs) and other student employees (GAs and ISAs) still have the Angelo arbitration preference for work over Lecturers. However, there is a cap on TA employment. (Art. 12.31) and a process mandated to collect data and monitor student work and go to mediation/binding arbitration if such work has a negative impact on Unit 3 work. Art. 12.32-12.33
- Includes Assignment Order of Work in 12.29 (a) and 12.29 (b) - adding recall rights and “Visiting Faculty” to the order.
- Extends Article 20.2b rights to “consultation” over assignments to Lecturers.
Note: See end of Art. 12.29 for language, which encourages, or at least makes possible, consultation.
- Adds a “Visiting Faculty” classification which allows new full-time appointments for up to one year. The number of Visiting Faculty cannot exceed 125 statewide. Visiting Faculty cannot be reappointed in this classification and cannot cause displacement or timebase reduction of incumbent Lecturers. Use of “Visiting Faculty” classification expires at end of 2006-2010 Agreement. Art. 12.34
Note: There is concern that hiring of Visiting Faculty could reduce the availability of the “new and additional” work that contractually permits Lecturers to increase their timebase and could reduce work available for possible reappointment of those Lecturers with no 3-year appointment rights.
- Protects Dedicated Lecturer Pay Raise Funding. Art. 12.35

Article 10 Grievance Procedures

- Fully implements Education Code grievance rights and procedures (SB1212), which add “statutory” process to “contractual” grievance process.
- Statutory process allows expansion of faculty rights.
- In statutory process, all Lecturers can vote in elections for faculty panels and full-time Lecturers can serve on panels. (Service is voluntary for Lecturers.)
- Establishes an expedited, “umpire” arbitration system for use in Lecturer appointment cases. Art. 10.28

Article 15 Evaluation

- No later than the 14 days after the first day of instruction of the term, evaluation criteria and procedures must be made available to Lecturers. Art. 15.3
- Increases rebuttal time to 10 days. Art. 15.5
- When classroom visits are made as part of evaluation, faculty must be given at least five days notice. There must be consultation between the faculty member and the person who visits the classroom. Art. 15.14
- Lecturers with 3-year appointments are required to be evaluated only once every three years. They may be evaluated more frequently at the request of the Lecturer or administration. Art.15.26
- Regarding student evaluations:
Article 15.15 mandates that consultation about number of courses to be evaluated must happen at the department (or equivalent unit) level.
Article 15.19 mandates a joint statewide committee to make recommendations on best practices for student evaluation. The committee must be convened within 60 days of ratification. CFA can have three members on the committee.

Article 20 Workload

- Commits CSU to seek full funding of ACR-73 tenure-track hiring as a “top budget priority” for duration of contract. ACR-73 mandates that no incumbent Lectures lose their jobs as a result of such hiring and that qualified Lecturers “be seriously considered for tenure-track positions.”
- Clarifies academic year assignments. Art. 20.35

Article 21 Summer Term

- Expands to quarter campuses the Knapp decision rights previously given to semester campuses (sick leave, leaves of absence with pay, WTUs credited toward SSI eligibility, WTUs credited to subsequent one-year and three-year appointment rights and entitlements).
See Eligibility Chart in contract appendix for clarification of entitlement rights. For Lecturers with an established academic year entitlement, teaching for extra pay in summer term does not hurt the established academic year entitlement.
- Teaching in summer term for extra pay is voluntary.
- Assignments in summer term give preference to qualified Lecturers with unmet entitlements and then to other incumbent Lecturers before new Lecturers can be hired. Art. 21.24
- Provides Summer Health Benefits stipend for Lecturers who teach in summer term and are eligible for benefits but do not have year-round benefits. (See eligibility in Article 21.28).

Article 22 Leaves without Pay

- Removes limitation on leaves to one semester/quarter for part-time Lecturers and allows leaves shorter than one semester. Art. 22.3 Protects 3-year appointment rights under 12.12/12.13 for Lecturers who take leaves. Art. 22.2

Article 23 Leaves with Pay

- Expands window for taking maternity/paternity leave to 60 days before birth/adoption and 75 days after.

Article 26 Fee Waiver

- Extends fee waiver eligibility to Lecturers with three-year appointments.

Article 31 Salary - See “Summary of Salary Issues” (Road Show Handout and on CFA website)

- Lecturers remain on same salary schedule as tenure-track faculty.
- Provides large General Salary Increases (GSIs) for all Unit 3 faculty unit employees.
- Service Salary Increases (SSIs) - “step increases” – are funded for all four years of the contract with eligibility still 24 units/semester campuses and 36/quarter campuses. (Without SSIs, Lecturers cannot become eligible for range elevations.)
- Post Promotion Increases (PPIs) - Lecturer Ds are eligible.
- Equity Increases for newer tenure-track faculty – Lecturers are not eligible.
- Calls for the formation of a Salary Structure Reform Committee.

Article 32 Benefits

- Limits Parking Fee increases to GSI percentage.
- Keeps provision that Lecturers employed on more than one CSU campus only need to buy one parking pass.
- Protects Lecturer health benefits - full benefits at 40% timebase with a one-semester or two-quarter assignment for Lecturers and coaches in Unit 3. (Benefits for temporary Librarians and Counselors require appointment for half time or more and for more than six months.)
- Article 32 now has more accessible information about health benefits eligibility than on previous contract.

Article 36 Additional Employment

- For academic year faculty, additional employment and overload limits (125%) will be applied separately during summer term.

Article 38.48 Recall Rights

- Establishes reemployment rights for three-year Lecturers if no work exists to support a subsequent appointment or if the Lecturer had a zero timebase during the third year.
- Lecturers must be officially notified, placed on a reemployment list, and, if work becomes available, given a new three-year appointment at the same rate of pay as the previous appointment - with no loss of status as to SSI and range elevation eligibility and sick leave.

Article 40 Extension Hiring

- Qualified Lecturers with 3-year appointments whose timebase was not previously met have preference for Extension work that was previously offered through the regular state supported General Fund curriculum. (Caution—while this provision might help Lecturers get more work, extension work does not generally count toward benefits eligibility and SSIs.)