Updated August 2018

Please see the CFA Lecturers’ Council web site for updates to this Handbook
www.calfac.org/lecturers-council

This CFA Lecturers’ Handbook provides a general discussion of the faculty contract. The contract itself is posted on the CFA statewide website at www.calfac.org

To receive a printed copy of the contract or to discuss the meaning of any of its provisions, contact your campus CFA Lecturer Representative, your local CFA chapter, or the CFA staff person on campus.

Exercise care in interpreting provisions of the Contract. Provisions in one section may be affected by language in another section or by arbitration decisions that do not explicitly appear anywhere in the body of the contract.

More information is available at www.calfac.org/lecturers-council
This 2014-2020 edition of the CFA Lecturers’ Handbook comes to you through the efforts of your California Faculty Association Lecturer colleagues. It will give you an overview of your rights as a Lecturer faculty member in the California State University system, plus specific information on how to exercise and defend those rights.

This Handbook does not contain the entire Collective Bargaining Agreement between CFA and the CSU, but it does reference relevant provisions in order to offer authoritative information about a wide variety of situations a Lecturer may encounter while working for the CSU.

The Handbook also includes the results of some key grievance decisions, benefits provisions determined by statutes and by other agencies, and other rules and practices that structure our work environment.

As a convenience, the Lecturers’ Handbook is available online from the CFA Lecturers’ web pages at www.calfac.org/lecturers-council. To find the name of your campus CFA Lecturer Representative, go directly to www.calfac.org/lecturers-council-representatives.

By staying informed and working together, we can build a Lecturer community that supports our chosen work and protects the quality of our professional lives.

In Solidarity,

Jennifer Eagan, CFA President
Leslie Bryan, CFA Associate Vice President for Lecturers-South
Jonathan Karpf, CFA Associate Vice President for Lecturers-North
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INTRODUCTION

In November 2014, the membership of the California Faculty Association (CFA) and the Board of Trustees of the California State University (CSU) ratified a new Collective Bargaining Agreement (CBA) for the years 2014-2017. We settled on salary for the 2014-15 academic year, but not for the two out years of 2015-16 or 2016-17.

In Spring of 2016, we came within a week of a 23-campus systemwide strike, and as a result we were able to bargain:

- a 5% General Salary Increase (GSI) effective on June 30, 2016
- a 2% GSI effective the next day on July 1, 2016
- a 3.5% GSI effective on July 1, 2017
- a 2.65% Salary Service Increase (SSI) in 2017-18

Plus, we negotiated a three-year alternative method of Lecturer Range Elevation eligibility for long-term Lecturers that was not dependent on their reaching the SSI maximum of their current salary range.

We also extended this CBA to June 30, 2018.

In Summer of 2017, CFA was approached by the CSU Chancellor's Office about an extension to our CBA. By the end of that Summer, we had agreed on a two-year extension until June 30, 2020, that includes:

- a 3.5% GSI on November 1, 2018
- a 2.5% GSI on July 1, 2019

Because of the hard work of our CFA Bargaining Team, which includes Lecturers, Tenure-line faculty, Librarians, Coaches and Counselors, we were able to preserve important protections and rights in our Contract and achieve a number of improvements.

It is important to understand, however, that the Contract is an organic document and, as such, often is impacted in significant ways by actions of the two parties and by arbitrations decided by third parties. Thus, it is advisable that Lecturers stay informed about the Contract and participate in the faculty rights process on our respective campuses.

The entire 2014-2020 Contract is available on the CFA website at www.calfac.org/2014-2020-contract

One of the roles of the campus CFA Lecturer Representative is to communicate changes that occur in the interpretation or implementation of the Collective Bargaining Agreement. For the name of your campus CFA Lecturer Representative, visit the CFA website at www.calfac.org/lecturers-council-representatives

California Faculty Association
Lecturers’ Council
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1. THE WORK ENVIRONMENT

About the CSU

The California State University (CSU), the largest four-year higher education system in the nation, comprises 23 campuses that serve all regions of the state. Its educational programs grant its students degrees, credentials and certificates in the liberal arts and sciences, as well as in certain applied fields and professions. Though it awards some terminal degrees, including in limited doctoral programs, the CSU is dedicated primarily to undergraduate education.

Currently, the CSU enrolls some 480,000 students. Approximately 28,000 faculty members engage in teaching, research, creative activities, and service to the community. Lecturers are over 59% of the faculty on most campuses and in the system as a whole.

As a state-supported institution, most, but not all, funding for the CSU comes from the State of California. The governor and the legislature of the state exercise considerable influence over the CSU through the annual budget process and through the appointment of the members of the CSU Board of Trustees.

The Board of Trustees appoints the Chancellor to whom all campus presidents report. In 2012, Timothy White replaced Charles Reed as Chancellor. The Chancellor’s Office, located in the City of Long Beach, also serves as the headquarters for the Board of Trustees and for the statewide CSU Academic Senate.

At the campus level, faculty participate in shared governance through campus senates, which typically include staff and student representatives as well. Campus senates are advisory to campus presidents, who may or may not adopt senate policy recommendations. The statewide CSU Academic Senate is a recommending and consultative body to the Chancellor. While there is no reserved position for Lecturers on the statewide CSU Academic Senate, Lecturers have served in this body in the past and there recently have been two Lecturers serving on the CSU Academic Senate — Karen Davis (Monterey Bay), who recently retired, and John Yudelson (Channel Islands) who still serves.

Lecturers are eligible to serve on most campus senates, but not all. Each campus determines whether Lecturers are eligible to serve on its senate or to represent the campus on the statewide senate. On some campuses, Lecturers hold designated (at-large) Lecturer seats and are elected by a constituency of Lecturers on their campus. Other campuses allow Lecturers to hold non-designated seats, representing their departments or colleges like any other elected senator and elected by the general faculty.

Lecturers on many campuses have been working with CFA and senate activists to initiate and/or increase Lecturer participation on the senates, which craft many of the policies that affect Lecturers. For the purpose of helping these activists enhance Lecturer voice in shared governance, by request from the Lecturers’ Council, CFA has established two Lecturer sub-committees, on Governance and on Lecturer Evaluation. Current co-chairs of these sub-committees include Chris Nagel (Stanislaus), and Mark Karplus (East Bay).

For additional information on the CSU and the statewide CSU Academic Senate, consult www.calstate.edu

CFA: A Brief History of Our Faculty Union

In the early 1980s, after more than a decade of competition among several faculty unions, CFA emerged as the exclusive bargaining representative for Unit 3, which is all CSU faculty, including Librarians, Coaches and Counselors.

In the early 1960s, faculty on various campuses began to form union locals, and by the early 1970s they had established two competing unions to defend their rights and advance their professional and economic interests. The United Professors of California (UPC), founded in 1970, was affiliated with the American Federation of Teachers and its California organization, the California Federation of Teachers.

Founded four years later, the Congress of Faculty Associations (CFA) was affiliated with the American Association of University Professors (AAUP), the National Education Association (NEA), the California Teachers Association (CTA) and the California State Employees Association (CSEA).

In 1978, the state legislature passed the Higher Education Employer-Employee Relations Act (HEERA), which enabled the CSU faculty to elect a systemwide collective bargaining representative. The faculty’s overwhelming support for collective bargaining was prompted by concerns about eroding salaries, increasing bureaucratization of the CSU, and the need for an advocate committed to quality higher education.

In 1982, after two narrow elections in which 85% of the faculty voted for some form of collective bargaining, CFA was chosen by CSU faculty as the exclusive bargaining agent...
for the faculty and the union was certified by the Public Employment Relations Board (PERB). Soon thereafter, CFA became the California Faculty Association and added an affiliation with the Service Employees International Union (SEIU). Finally, UPC and CFA merged and activists from both unions joined together in order to form the strongest possible advocate for the faculty.

Lecturers played an active role in both unions and in both elections. We have become an important constituency in CFA, which guarantees special representation to Lecturer members in union affairs and governance. For example, the CFA Bylaws call for specific Lecturer representation at the CFA Assembly (which is the statewide governing body and direct representative of members), among the statewide CFA Officers (of which two are the AVPs of Lecturers), on the Board of Directors (BOD) (which oversees the governance and carries out the policies of CFA), and on all statewide committees (such as Political Action/Legislation, Representation, and Membership & Organizing).

To adequately address the concerns of Lecturer faculty during contract negotiations, Lecturer Representatives sit on the CFA Bargaining Team and the Contract Development/Bargaining Strategy Committee (CD/BS). At times, Lecturers have chaired CFA committees, including the CD/BS Committee. Currently, Antonio Gallo, Lecturer Representative at CSU Northridge, is chair of CD/BS. Due to a recent CFA Bylaws change, the number of Lecturers serving on the CFA Board of Directors has increased by two for a total of six.

At the campus level, a CFA executive committee or board provides leadership and advocacy for all faculty members and includes a Lecturer Representative as one of the chapter officers and voting members at CFA assemblies. Information about local chapters is available from their websites, which can be found at www.calfac.org/campus-cfa-chapters

In 1983, CFA and the CSU administration negotiated the first collective bargaining agreement (CBA, also often referred to as MOU, Memorandum of Understanding or the Contract). The current 2014-2020 Contract is CFA’s tenth agreement with the CSU.

To bargain contracts and protect faculty rights under the Contract, CFA is funded by faculty who are CFA members. The union has the legal duty, known in labor law as the “Duty of Fair Representation,” to represent all faculty fairly. From the outset, CFA has fulfilled its duty with hard work and dedication, much of it by volunteer faculty activists, including Lecturers.

For more information on HEERA, see www.perb.ca.gov/laws/heera.asp

For information on the 1981 PERB decision to place both tenure-line and Lecturer faculty in the same collective bargaining unit (Unit 3), see www.perb.ca.gov/decisionbank/pdfs/0173h.pdf.

Refer to Appendix A of this Handbook to see excerpts of the relevant CFA Bylaw provisions on Lecturer representation and roles in the union’s governance structure.

Lecturers in the CSU

Lecturers currently constitute over half of the approximately 28,000 CSU faculty. Employment data from recent years suggests important trends in the employment of Lecturers within the CSU. Since the budget cuts in the 1990s, the proportion of Lecturers relative to all CSU faculty has been increasing steadily, from about 37% in November 1991 to over 59% at present, reflecting a nationwide trend.

Lecturers are faculty who have term appointments that range from one quarter or semester to several years in length and that are usually conditional on budget and enrollment. Faculty appointed as three-year full-time Lecturers have unconditional appointments. Because all Lecturers have temporary, non-tenure-track appointments, the CBA refers to Lecturers as “temporary faculty.” On some campuses and in many departments, Lecturers outnumber tenured and tenure-track faculty by a considerable margin.

Currently, about 61% of CSU Lecturers teach 6 units or more, a 0.4 time base or greater, per semester or quarter (every 3 units = a 0.2 time base). About 17% are teaching 15 units, a 1.0 or full-time base, per semester or quarter. The time base at which Lecturers are employed is critical because, among other things, it determines eligibility for health and retirement benefits. (See Part 4: Compensation.)

Another important aspect of Lecturer employment is the large number of Lecturers who, despite their nominal “temporary” status, work in the CSU system for long periods of time. Available data indicates that over half of all current Lecturers were first appointed more than five years ago, and a cohort of Lecturers (around 11%) was first appointed over 20 years ago. Thus, the CSU depends on many of the same Lecturers year after year though, in bargaining, the CSU administration often resists proposed improvements in Lecturer job security.

Rich Moser, a former Associate Secretary of the American Association of University Professors, has analyzed the trend toward the replacement of tenure-line faculty by temporary or “contingent” faculty across the United States and Canada. In his article entitled, “The New Academic Labor System, Corporatization, and the Renewal of Academic Citizenship,” Moser explains this replacement of tenure-track by non-tenure-track faculty as central to the corporatization of the university and, thus, as a threat to academic freedom.

The most striking symptoms of corporatization are:

- Concentration of university resources on areas where wealth is created;

For more information on HEERA, see www.perb.ca.gov/laws/heera.asp

For information on the 1981 PERB decision to place both tenure-line and Lecturer faculty in the same collective bargaining unit (Unit 3), see www.perb.ca.gov/decisionbank/pdfs/0173h.pdf.
Marginalization of the liberal arts and all areas of research not conducive to the creation of wealth;

Increase in corporate funding and control over academic research;

Entitlement of the corporate sector to new ideas and technologies developed at public cost;

Privatization and outsourcing of university functions and jobs from food services to bookstores to instruction;

Increase in authoritarian governance practices;

Rise in tuition and debt loads for students;

Stagnant wages for tenure-line faculty and poverty wages with low or no benefits for all other university workers.

Moser's article is available at www.aaup.org/AAUP/issues/contingent/moserlabor.htm

In spite of the considerable obstacles and little support from the CSU administration for the professional development of over half the faculty, most Lecturers exhibit a profile very similar to that of tenure-line faculty. Many have terminal degrees, do research and/or creative work, publish, participate in conferences, develop new courses, remain current in their fields, advise students, and carry out important community service. As reported in the 2006 AAUP Contingent Faculty Index:

The central problem of contingent academics is not the people who fill these positions, as they are most often able teachers and scholars forced into these positions by the structure of academic employment. The problem lies in the nature of contingent work, its lack of support structures and the constraints on academic freedom for faculty in these positions. (Page 6, John W. Curtis & Monica F. Jacobe, available at www.aaup.org/reports-publications/publications/see-all/aaup-contingent-faculty-index-2006)

In an effort to improve our physical, economic, and intellectual conditions of work, Lecturers have become increasingly involved in CFA and on statewide and campus senates. As a result of Lecturer organizing and participation in CFA, in the 2002-2005 Contract we won the right to three-year appointments and in subsequent agreements have enhanced and clarified appointment rights. Lecturers who have taught at least one semester or two quarters for six consecutive years in a single department receive three-year appointments as long as there is work available for which they are qualified.

Initial and roll-over three-year appointments are issued automatically to eligible Lecturers with satisfactory periodic evaluations and a satisfactory six- or three-year cumulative evaluation. In addition to the three-year appointment there is a "Preference for Available Temporary Work" requiring that "new or additional work" be offered first to three-year part-time Lecturers, and then to one-year part-time Lecturers, before new Lecturers may be hired.

This presumption of reappointment and opportunities for Lecturers to increase their time base up to full time significantly enhances employment stability for CSU Lecturers. The improvements in Lecturer working conditions sought by CFA in contract negotiations reflect the union's position of resistance to the central administration's efforts to corporatize the CSU. (See Part 3: Employment for more specifics on Lecturer appointment rights and evaluation procedures.)

For an overview of faculty who are tenured/tenure-track versus temporary (full-time equivalent and headcount), see charts on following pages.
2. THE COLLECTIVE BARGAINING AGREEMENT

The terms “CBA” (Collective Bargaining Agreement) and “MOU” (Memorandum of Understanding) both refer to the statewide Contract negotiated between CFA and the CSU. In addition to the faculty, the CSU also enters into collective bargaining agreements with all non-administrative employee units (police, doctors, and student employees, as well as administrative, technical and custodial staff). The Contract for the faculty (Unit 3) describes the terms and conditions of employment for all teaching faculty, Counselors, Librarians, and Coaches.

In the CBA, full-time non-tenure-track and part-time non-tenure-track faculty are referred to as “Lecturers” in the salary schedule and as “temporary faculty unit employees” (either part time or full time) within the body of the document. Articles 12, 15, 31, and 32 along with the salary schedule contain most of the important provisions governing the terms and conditions of employment for Lecturers. However, relevant provisions may be found in a number of other articles in the Contract.

Since the early 1980s, CFA Lecturers have worked to actively defend our rights and improve our employment conditions. The improvements in the recent Contract build upon gains in previous contracts and upon ideas, discussions, participation, and activism of Lecturers in the collective bargaining process over the years. Following are some key historical improvements, items that will be discussed in some detail later in this Handbook.

The first CFA-CSU collective bargaining agreement (1983) laid the foundation for Lecturer appointments, which are based on the following provisions:

- Departments must maintain lists (or pools) of Lecturers who have been evaluated previously and provide these Lecturers with “careful consideration” for subsequent appointments.

- Lecturers appointed to a similar assignment in the same department in consecutive academic years must receive the same or higher salaries as previously. The “similar assignment” language is the basis of the notion that Lecturers have an entitlement to a certain time base when they are rehired.

Negotiations of subsequent contracts have resulted in the following advances:

- Part-time Lecturers who are re-hired after two semesters or three quarters of consecutive employment within an academic year must receive one-year appointments at the same time base (number of units) as that of the previous year, if there is sufficient work available. The one-year appointment and the time-base entitlement not only provide greater job stability for Lecturers but also help many part-time Lecturers qualify for health and retirement benefits.

- After teaching one semester or two quarters in each of six consecutive years in a department, Lecturers receive three-year appointments at their current time-base entitlement. Initial and roll-over three-year appointments are issued automatically to eligible Lecturers who have received a satisfactory cumulative evaluation and have no documented serious conduct problems. Entitlements in subsequent three-year appointments are determined by the time base during the third and final year of the previous appointment.

- Lecturers seeking three-year appointments will be evaluated on their cumulative work performance during the qualifying period (six years for initial appointments, three years for repeating appointments), protecting against a negative evaluation based on insufficient evidence.

- If there is no work available to satisfy a Lecturer’s time-base entitlement during any academic term of a three-year appointment, the Lecturer continues to maintain the entitlement for the duration of the three-year appointment.

- Lecturers with three-year appointments have the right to be placed on a department reemployment list under the following circumstances:
  
  - if at the end of a three-year appointment there is no work available, or there is no work available to support an initial three-year appointment, or
  - if a Lecturer has a zero time base during the third year of an appointment, or
  - if during the course of a three-year appointment the Lecturer is laid off.

- Lecturers are given their assignments according to a “Preference for Available Temporary Work” outlined in Article 12.29 of the Collective Bargaining Agreement.

- Lecturers must be compensated for all work assigned, including work in excess of full time (15 units). In the past, Lecturers were not guaranteed payment for a 16th unit.

- Lecturers in the CSU receive General Salary Increases (GSIs) at the same percentage level as
tenure-line faculty, a notable exception to the experience of most contingent faculty.

- Lecturers also have the right to receive Service Salary Increases (SSIs) after teaching 24 weighted teaching units (WTUs) in the semester system or 36 WTUs in the quarter system in the same department or unit (when SSIs are negotiated) up to the SSI maximum for their range (Lecturer A, B, C, D).

- Lecturers who have been in their range for five years and are at the SSI maximum for that range have the right to apply for a Range Elevation, that is, to move from Range A to B, B to C, or C to D.

- Lecturers possessing terminal degrees appropriate to teach in the discipline must be appointed in Range B or higher.

- If prior to the third class meeting, a class is cancelled or if the Lecturer is bumped from teaching a class by someone with higher preference for work, the Lecturer will be paid pro-rata for the portion of the course since the official start date of that term. If a Lecturer loses a class for any reason after the third class meeting, the Lecturer will be paid in full for the class.

See an overview of provisions in the Collective Bargaining Agreement that are particularly relevant to Lecturers in the Quick Guide on the following page.
Quick Guide to Lecturer Provisions
in CFA/CSU Collective Bargaining Agreement (CBA) 2014-2020

This quick guide refers you to CBA articles with provisions that are particularly relevant to Lecturers (faculty on full- or part-time temporary appointments). The CBA is available at www.calfac.org.

Getting and Keeping the Work

12.2 Appointment letters
12.3 One-year appointment rights and entitlement rights (also see chart in Appendix F)
12.5 Pay for classes canceled prior to third class meeting/subsequent cancellations require full pay
12.5, 12.6 Full-time non-contingent appointment rights
12.7 Careful consideration
12.9 Similar assignment and salary placement
12.12 Three-year appointments, including zero time base to protect entitlement (12.12.e)
12.12.f Re-employment rights (see also Article 38.48)
12.13 Subsequent three-year appointments
12.29 Preference for available work (order of assignment) up to and including a 1.0 time base
12.29.d Compensation for the 16th unit
12.32 Restrictions on Visiting Faculty employment
15.1-15.30 Evaluation procedures (including student evaluations of teaching)
15.14 Classroom visits require notification and consultation
21.23-21.24 Contractual procedures and hiring order for state-funded summer term
22.1-22.27 Leave of absence without pay (Lecturer entitlements protected in 22.2)
23.4-23.5 Paid parental leave (Article 23 covers additional paid leaves)
24.1-24.23 Paid sick leave, disability leave, and catastrophic leave
38.11-38.12 Order of layoff (see also re-employment rights in 38.48)
11.1 Personnel files as basis for personnel actions
10.2 Lecturers have full access to grievance procedures: both contractual and statutory tracks.
10.27-10.28 Expedited umpire arbitration procedure for Lecturer appointment cases
Appendix F Chart of eligibility criteria for one-year and three-year appointments

Getting a Fair Salary

31.1-31.6 Lecturers on same salary schedule as tenure-line faculty (except Range A only for Lecturers)
31.7 Lecturers receive same percent General Salary Increase as tenure-line faculty
31.17- 31.24 Lecturers receive same percent Service Salary Increases (SSIs) as tenure-line faculty
12.9 Reappointment in same department or unit requires same or higher salary placement.
12.10 Lecturer SSI eligibility 24 WTUs at semester campus or 36 WTUs at quarter campus
12.11 Ability upon new appointment to be rehired above SSI maximum
12.16-12.20 Range Elevation to allow advancement on salary schedule (with appeal rights)
12.19 Criteria for Range Elevation shall be appropriate to Lecturer work assignments
12.18 Notification of Range Elevation eligibility required
12.33 Dedicated department funding sufficient to implement contractually required increases
20.2.d Part-time Lecturer compensated at regular rate of pay for all WTUs assigned

Getting Benefits

32.2 Full health benefits (medical, vision, dental, disability, life insurance) for Lecturers and coaches with at least 6 units (a 0.4 time base) per term and appointment for at least one semester or two consecutive quarters
32.13 Flex cash payments for benefits-eligible faculty who waive benefits
21.28 Lecturer benefits stipend in summer term (see criteria)
32.19 PST Retirement Plan for Lecturers not eligible for CalPERS retirement plan
In statute Lecturers with at least 7.5 WTUs enrolled in CalPERS and social security (with employee and employer contributions) at beginning of third semester or fourth quarter of consecutive employment at 0.5 (7.5) WTUs or higher
26.1-26.14 Lecturers and Coaches eligible for fee waiver (see criteria in 26.1)

Equal Access/Recognition as a Faculty Member in the System

2.13 Part-time and full-time faculty on temporary appointments are faculty unit employees in Unit 3 covered by all references in the CBA to “faculty” unless specifically excluded.
10.9-10.10 In statutory grievance process, all full-time Lecturers serve on panels and can serve on committees. (Service by Lecturers is voluntary)
20.37 Lecturers eligible for Assigned Time for Exceptional Levels of Service to Students
24.9 Right to notification of total accrued sick leave
25.6 Lecturers eligible to apply for and receive RSCA (Research, Scholarly and Creative Activity) Awards
31.29 Access to direct deposit program
32.23-32.24 Access to pre-tax parking and one parking pass for multiple campuses
33.3 Access to personal holiday
27.2, 28.4 Full-time Lecturer eligibility for sabbatical and difference-in-pay leaves
3. EMPLOYMENT

Your Employment Records

CFA recommends that Lecturers keep a carefully maintained file of documents pertaining to their employment in the CSU. In order for CFA to help protect your rights, it is critical that you stay informed about your employment status. Important documents to consult include your original appointment letter.

The following information is important to keep for your records:

- All your appointment letters;
- Date of your first Lecturer appointment;
- Date of your most recent hiring and/or duration of your current appointment (semester, quarter, academic year, or multiple year);
- The time base for your current appointment;
- The total cumulative number of weighted teaching units (WTUs) you have taught for your department or equivalent unit;
- Your current salary range (A, B, C, D);
- Your current salary (and your full-time equivalent base rate if you are part-time);
- The total number of units you have taught for your department or equivalent units since you received a service salary increase (SSI) or a Range Elevation.

Appointment Letter
(Article 12)

A Lecturer’s terms of employment are specified in the appointment letter. Official notification of an appointment shall include: the beginning and ending dates of appointment, classification, time base, salary, assignment, and other conditions of employment. Since the appointment letter indicates the specific period of employment, it also serves as the notice of termination.

Unfortunately, Lecturers often do not receive appointment letters until after the term begins, especially in the fall of the academic year. If you are not provided with this letter, request it from your department chair.

It is important not to confuse the appointment letter with the Contract. The appointment letter states terms specific to the individual Lecturer. The Contract or Collective Bargaining Agreement (CBA) is the overall agreement for all faculty statewide.

A Lecturer’s right to careful consideration, for instance, is a key provision in the Contract but it is not usually mentioned in the appointment letter. In order to be well informed about Lecturers’ rights, including due process, it is important to read the Contract (CBA) and in particular the articles that most impact Lecturers—Articles 12 (Appointment) and 15 (Evaluation). The complete Contract is available on the CFA website at www.calfac.org/2014-2020-contract

Personnel Files
(Article 11)

Your personnel file, officially called the Personnel Action File (PAF), contains the documentation of demonstrated competence and accomplishments on which your department chair or hiring committee must base decisions regarding your reappointment, including the original copies of all your periodic evaluations.

It is your responsibility to ensure that your file is up-to-date. The PAF is kept in the office of a designated custodian of
the files, such as Academic or Faculty Affairs or the college dean's office. You have the right to see and review this official file, and to add materials that document your teaching ability, as well as scholarly, creative, and service activities.

The university administration must base any personnel actions taken with respect to you only on your official file. You must be given a copy of any item at least five days before it is placed in your file.

You have the right to respond in writing to any material placed in your personnel file, as well as to request a meeting concerning the relevancy and accuracy of the material. Your rebuttal or explanation will be included in your file. It is recommended that you periodically review your file (at least once a year) so that you are familiar with its content.

Your PAF is only available to you, to your department chair and/or hiring committee, and to designated administrators. The file is not made available to anyone outside the university (e.g., to another university or employer to which you are applying for a job).

It is important to remember that only you are aware of all the activities in which you participate; therefore, if you consider these activities relevant to any CSU evaluation process, it is your responsibility to ensure that they are documented in your file. Your personnel file should always include a copy of your most current curriculum vitae.

**Evaluation**

(Article 15)

Through collective bargaining, Lecturers in the CSU have won the important right to periodic evaluations of their work. This right plays a critical role in other areas of importance to Lecturers, particularly "careful consideration" for reappointment.

Evaluation criteria and procedures are developed by appropriate faculty committees and approved by the campus president. However, they must comply with the Contract provisions. Your department must make written evaluation criteria and procedures available to you no later than 14 days after the first day of instruction of the academic term.

Any changes in evaluation criteria or procedures made prior to commencement of an evaluation must be provided to the faculty employee in advance. The criteria and procedures may not be changed once the evaluation process begins.

If you have not received this information, you should request it from your department chair or support staff.

**Evaluations of full-time Lecturers** must include:

1. Student opinions of teaching performance for those with teaching duties,
2. Peer review by a department faculty committee, and
3. Evaluations by appropriate administrators.

**Evaluations of part-time Lecturers** must include:

1. Student opinion surveys for those with teaching duties,
2. Evaluations by appropriate administrators and/or the department chair, and
3. An opportunity for peer input.

**Evaluations of part-time coaches** must include an opportunity for peer input and evaluation by appropriate administrators.

**Part-time Lecturers appointed for one semester or two quarters or less** may be evaluated at the discretion of the department chair, the appropriate administrator, or the department. If you are a Lecturer appointed for one semester or two quarters or less and the department does not plan to evaluate you, you may request an evaluation for your file.

**Lecturers with three-year appointments** are required to be evaluated only once every three years but may be evaluated more frequently at their request or the request of the administration.

**Evaluations of Lecturers eligible for an initial or subsequent three-year appointment** must include:

1. Student opinions of teaching performance for those with teaching duties,
2. Peer review by a department faculty committee (for most Lecturers, this includes a classroom observation),
3. Usually some sort of annual summary of achievements, and
4. Evaluations by appropriate administrators.

**The cumulative evaluation**, based on six years for an initial three-year appointment or three years for a subsequent three-year appointment, must rate the performance of the faculty unit employee as either satisfactory or unsatisfactory and any determination of unsatisfactory performance must provide reasons that are documented in writing. A satisfactory rating may include suggestions for development. A Lecturer eligible for an initial or subsequent three-year appointment who is on leave during the period in which the evaluation is scheduled may request a postponement of the evaluation. (See Article 15.30.)

All courses will have written or electronic student evaluations unless a campus president has approved a requirement for fewer after consideration of recommendations from
the appropriate faculty committee. This applies to TT and Lecturer faculty equally.

When classroom visits are carried out as part of an evaluation, faculty must be given at least five days notice and there must be consultation between the faculty member and the person who visits the classroom regarding the classes to be visited as well as the scheduling of such visits.

An improvement in the Collective Bargaining Agreement subjects online classes to all the rights and conditions set out in Article 15 and applicable campus evaluation policies that apply to face-to-face classes.

Since reappointment decisions are based solely on the content of your personnel file, it is important that you make sure you are evaluated. You may ask colleagues outside the formal evaluation process to observe your classroom performance and provide written comments to add to your file.

Each stage of the evaluation process should result in a written recommendation which is incorporated into your personnel file and of which you receive a copy. You have the right to request a meeting or submit a written response within 10 days following receipt of the recommendation. In any response you make, it is generally best to avoid inflammatory language and carefully address the issue(s) raised. Because the nature of your response is important, review it with a sympathetic colleague or a CFA representative.

If you receive a periodic evaluation that cherry-picks negative data, you should always take advantage of the 10-day period to submit a “rebuttal,” in which you respectfully correct factually incorrect statements and/or contextualize lower than average ratings.

Reappointment and Careful Consideration
(Articles 11, 12, 15)

All Lecturer appointments are temporary. However, under the contract articles on Personnel Files (Article 11), Appointment (Article 12) and Evaluation (Article 15), Lecturers have important rights with respect to reemployment.

In order to be reappointed, you must apply.

There is no entitlement to reappointment, with the exception of three-year appointments described below:

- A Lecturer who has taught one semester or two quarters in each of six consecutive years for the same department or equivalent unit will receive a three-year appointment following an evaluation in which there is a determination that the Lecturer has performed the duties in a satisfactory manner and absent documented serious conduct problems.

- After an initial three-year appointment, a Lecturer will receive a subsequent three-year appointment, following an evaluation in which there is a determination that the Lecturer has performed the duties in a satisfactory manner and absent documented serious conduct problems.

Because the application deadline for future employment may fall in advance of the expiration of your current appointment, be sure to find out the applicable policies and procedures that exist in your department with regard to your application for reappointment.

When requesting reappointment, it is always a good idea to list all the classes offered by the department that you are qualified to teach, as well as the days and/or times you are available to teach. If you don’t specify that you are unavailable to teach on a specific day/time and refuse a class offered, the department has met its contractual obligations to meet your formal entitlement or entitlement base.

Under Article 12.7, a department has the contractual obligation to give “careful consideration” to all Lecturers who apply for subsequent employment. Over the years, CFA has won a number of important cases in this area, giving increased specificity to the relevant contract provisions.

Each department or equivalent unit must maintain a list of Lecturers who have been evaluated. At a minimum, careful consideration means the department must carefully review the information in your personnel file, including student and peer evaluations, as well as your application, when considering you for reappointment. This review should go beyond mere formality; the decision should not be capricious or arbitrary.

Arbitrator Adolph Koven stated the following with respect to a case in which a Lecturer asserted that she had not received careful consideration:

...The University should be able to show concrete evidence of how the decision not to retain him or her was reached and that the decision had a reasonable basis...[A] simple assertion by an administrator, standing alone, [cannot] be used to establish that “careful consideration” was given. (In the Matter of Betty Brooks, AAA Case No. 3-84-102, Arbitrator Adolph Koven, 1986.)

Another arbitrator, Phillip Tamoush, offered the following useful, succinct definition of careful consideration:

...“Careful consideration” means exactly that, cautious, accurate, thorough and concerned thought, attention and deliberation to the task at hand. In a sense, on behalf of applicants, it can be viewed as a benefit to guarantee that special attention be given to persons who have already devoted effort and gained experience within the system and especially the department where the “new” position exists. (In the Matter of Bryant Creel, AAA Case No. 72-390-0028-85, Arbitrator Phillip Tamoush, 1985.)
Arbitrators Koven (in Brooks) and Kenneth Perea (In the Matter of Kenneth A. Lebeiko, AAA Case No. 3-85-17-G, 1985) amplified the definition of careful consideration by determining that the administration must follow established evaluation and decision-making procedures. Subsequently, CFA has successfully argued that department and campus criteria and standards for the evaluation of Lecturers must comply with Article 15: Evaluation.

Because not all campus administrators and department chairs have a full awareness of their obligations with respect to careful consideration for reappointing Lecturers, it is important for you to take a proactive approach when seeking reappointment. Consider taking the following steps:

- Meet with your department chair to discuss your possible reappointment and suggest classes you can teach.
- Request in writing a subsequent appointment and include a list of classes you are qualified to teach.
- Review department and campus guidelines for evaluation and appointment of Lecturers to make sure your department follows them in your case.

As in other areas of the Contract, only more so because of the complexities involved with careful consideration, you need to be vigilant. If you feel your rights have been violated, seek assistance from your CFA Lecturer Representative, Faculty Rights Committee, or CFA Staff Representative as soon as possible.

### Job Security:

#### One-Year and Three-Year Appointments

*(Article 12)*

Through collective bargaining, CFA has pursued the goal of increasing job security for Lecturers. The union has successfully improved Lecturer appointment rights in several specific parts of the Contract. Job security, as it exists, takes different forms for Lecturers with full-time, part-time, and coaching appointments.

A Lecturer who has completed an academic year of part-time work (two semesters or three quarters) will receive, if reappointed the following fall, a one-year appointment at the previous year's or higher time base. The previous year's time base is referred to as "entitlement time base" and the subsequent appointment as a "similar assignment."

Eligible Lecturers cannot be denied a course because it

Lecturers may receive full-time (1.0 or 15 WTUs/term) multi-year unconditional appointments. This group of Lecturers has the assurance that once they receive their appointment, the department will make the work available for the years of the appointment. Full-time coaches, however, may be appointed on a conditional basis.

Job security for part-time Lecturers (less than 1.0 or 15 WTUs/term) takes a different form. Beginning with the 2002-2005 Contract, Lecturers (full- and part-time) who have taught one semester or two quarters in each of six consecutive years in the same department or equivalent unit receive a three-year appointment at their current time-base entitlement. In the event there is no work available to satisfy the time-base entitlement, a Lecturer still continues to maintain it for the duration of the three-year appointment.

If in the third year of a three-year appointment, or at the start of an initial or successor three-year appointment, there is no work available (i.e., the Lecturer has a zero time base), he/she is placed for a period of three years on a reappointment list and given preference for work that becomes available after incumbent three-year part-time Lecturers. No later than July 1st of each year during this period, the Lecturer must inform the department chair of his/her interest in and availability for employment. Failure to notify the chair will result in removal from the department list (See Article 38.48: Layoff). The period during which a Lecturer is on the reappointment list does not constitute a break in service.

Lecturers also will be placed on the reappointment list if there is no work available to support an initial three-year appointment or if they are laid off.

During the term of an appointment, part-time Lecturers can accrue additional work up to and including a 1.0 time base and remain conditional. However, subsequent three-year appointments at a 1.0 time base must be unconditional.

Once entitlements for three-year Lecturers have been met and careful consideration given to other incumbent Lecturers, qualified Lecturers must be offered additional available work up to and including a 1.0 time base before new Lecturers can be hired. See Article 12.29(a)8i and 12.29(b)9i.

Three-year Lecturers in a department have preference for "new or additional work" that is available to be assigned to non-tenure-track faculty. The department must offer uncovered courses first to qualified three-year Lecturers who are not yet at a 1.0 time base, and then to Lecturers holding one-year appointments.

A Lecturer holding a one-year appointment who is "objectively determined to be demonstrably better qualified" for a specific class may be assigned that class before a qualified Lecturer holding a three-year appointment. This exceptional circumstance applies only to extra "new or additional work" under 12.29(a)8 and 12.29(b)9, after all entitlements for three-year Lecturers have been met.

Eligible Lecturers cannot be denied a course because it
takes them above 15 units. Any units in excess of 15 weighted teaching units can be assigned and paid under a different code.

Payment is mandated under Article 12.29(d). Lecturers can accept the work and be paid their current pay-rate for the units above 15, or by mutual agreement with the appropriate administrator, Lecturers can reduce their time base in a subsequent term by the same number of extra units without any loss of compensation; for example, teaching a configuration such as 16, 16, and 12 at a quarter campus, but being paid 15, 15, and 14.

### Extension Work
(Article 40)

Lecturers who teach in extension (or self-support) generally have fewer rights as compared to their regular state-support academic year appointment. In extension, there is a separate salary schedule with no guarantee of receiving the same salary as in state-support work and courses do not accrue units towards entitlements, SSI raises, health benefits, or membership in the CalPERS retirement system, and appointment and preference-for-work rights are limited.

For extension courses that have been previously offered through state support during the last academic year, hiring preference is given to qualified three-year appointed Lecturers who did not have their entitlement met during the most recent academic year, or in the case of a mid-year extension course, in the current academic year.

Faculty who develop courses offered through extension in classification code 2322, Instructional Faculty, Special Programs—For Credit, have the right of first preference to teach those courses. For extension courses taught in that same classification code, faculty may be paid more than they would in state-support.

In the 2014-2020 CBA, CFA prevailed in our efforts to bargain sick leave for Lecturers who teach in extension. Sick leave now will be earned at the rate of one (1) sick leave day per 3 WTU semester assignment and per 4 WTU quarter assignment, with the sick leave credited at the beginning of the appointment. Sick leave may be used at any time during that appointment.

CFA will begin bargaining the successor CBA in 2019, before our current CBA expires on June 30, 2020. We must remain unified and build our power by boosting union membership prior to commencing that bargaining.

<table>
<thead>
<tr>
<th>Semester/Quarter</th>
<th>Time Base</th>
</tr>
</thead>
<tbody>
<tr>
<td>3 WTUs</td>
<td>0.2</td>
</tr>
<tr>
<td>6 WTUs</td>
<td>0.4</td>
</tr>
<tr>
<td>9 WTUs</td>
<td>0.6</td>
</tr>
<tr>
<td>12 WTUs</td>
<td>0.8</td>
</tr>
<tr>
<td>15 WTUs</td>
<td>1.0</td>
</tr>
</tbody>
</table>

Time bases may be calculated out to three decimal points and Lecturers may have assignments with fractions of 1 WTU.
4. COMPENSATION

Salary
(Article 31)

Appointment on the Salary Scale

All Lecturers are appointed at a particular point on the salary scale within a particular range (A, B, C, or D). Most Lecturer appointments occur in the A or B ranges and are in an Academic Year (AY) classification, though the salary structure also accommodates seldom-made 10- or 12-month appointments.

See Appendix B(1) in this Handbook for the CSU Salary Schedule Lecturer—Academic Year (Class Code 2358). This salary schedule reports both monthly and AY salaries for full-time equivalent appointments (30 semester WTUs or 45 quarter WTUs). This schedule is updated with every General Salary Increase (GSI).

The current Salary Schedule is on the CSU website at www.calstate.edu/HRAdm/SalarySchedule/Salary.aspx Select the year, R03-Faculty Step Schedule, and Class Code 2358.

See Appendix B(2) for a Salary Chart—the same faculty salary schedule in chart form. This chart reports gross monthly salaries for full-time equivalent appointments. The updated version can be found on CFA's website at www.calfac.org by following the link on the Lecturers’ page. The Salary Chart reports the relevant criteria for determining placement on the salary scale—Range minima, SSI maxima, and Range maxima.

Upon a Lecturer’s initial appointment, the university (generally at the department level) determines the level of salary it will offer the Lecturer. This amount is negotiable, though most Lecturers do not engage in salary negotiations at the time of initial appointment. Factors such as teaching experience, highest level of degree, and demonstrated professional ability are all relevant to the level of initial appointment.

Practices vary widely around the state with respect to initial appointment levels, even though faculty policy manuals (likely to be most readily available through campus senate offices) provide appointment criteria.

After the initial appointment, a Lecturer faculty member’s salary may be increased by receiving across-the-board General Salary Increases (GSIs) and/or Service Salary Step Increases (SSIs) that have been bargained, and/or Range Elevation. A Lecturer appointed in consecutive academic years to a similar assignment in the same department must have the same or higher salary placement as the previous appointment. (See Article 12.9.)

A Lecturer can request a higher salary—even one that exceeds the SSI maximum—at the time of a new appointment, although he or she will need department chair and dean approval. (See Article 12.11.)

Lecturers who teach in more than one department often receive different salaries from the different hiring units.

The Lecturer appointment letter generally gives both the monthly full-time base salary, which is the monthly gross salary if teaching 15 units, as well as the actual monthly gross salary, based on the proportion of full-time the Lecturer is teaching. (These would be the same monthly gross salary for a Lecturer teaching a full-time 1.0 time base of 15 WTUs.) Each academic year salary is paid in 12 monthly installments to allow for year-round benefits for faculty who are eligible for benefits. But the way in which academic year salary is disbursed has no bearing on all part-time Lecturer’s eligibility to receive unemployment benefits between academic terms.

2014-2019 Salary Overview

Article 31 of the CSU/CFA Contract contains the salary information bargained in the current contract (GSIs, SRAs, Lecturer Salary Corrections and Equity). In the current contract, there was a 1.6% GSI bargained for all faculty retroactive to July 1, 2014, and a 3% SRA (which operates like a large SSI) to Lecturers on three-year appointments as of Fall 2014, which was retroactive to July 1, 2014 for those continuing on a three-year appointment, and retroactive to the start of Fall 2014 for those beginning an initial three-year appointment. Lecturers are not eligible for the small amount of equity raises bargained, but may be eligible for campus-based equity raises bargained on a campus-by-campus basis. Go to the CFA website at www.calfac.org/2014-2020-contract for complete salary information.

Salary increases bargained for Year 1 of the current contract include Lecturer Salary Corrections (LSCs), a General Salary Increase (GSI), a Salary Recovery Adjustment (SRA), and an Equity Increase. (See the Definitions on the next page.)

“Re-opener” negotiations began in May 2015 on the raises that apply to Years 2 and 3 of the Contract. There was a 5% GSI on June 30, 2016, a 2% GSI on July 1, 2016, a 3.5% GSI on July 1, 2017, and a 2.65% SSI for eligible Lecturers on the anniversary of their initial hire date in either Fall 2017 or Spring 2018.
implemented.

As noted earlier, Lecturers possessing terminal degrees appropriate to teach in the discipline must now be appointed in Range B or higher. In order to implement this new provision, the parties agreed to a Lecturer Salary Correction converting Lecturer L or Lecturer A possessing the terminal degree to Lecturer B with not less than a 5% base salary increase, effective July 1, 2014. In addition, in order to eliminate Range L, the parties agreed to a Lecturer Salary Correction converting all Lecturers L to Lecturer A (or Lecturer B consistent with the above) with not less than a 5% base salary increase, effective July 1, 2014.

All faculty including Lecturers received a 1.6% GSI retroactive to July 1, 2014.

All Lecturers with three-year appointments whose base salary as of July 1, 2014 was below the SSI max for their range received a 3% SRA base salary increase effective July 1, 2014, although the increase could not result in a salary above the SSI max. Lecturers receiving initial three-year appointments in 2014-2015 received the increase effective with the start of the initial three-year appointment.

The CSU agreed to fund a systemwide equity program in the amount of $2 million to be distributed in 2014-2015 to tenure-line faculty. While not eligible for the statewide equity program, Lecturers are eligible for Campus-Based Equity Increases, which are additional equity increases that campus Presidents may issue after consultation with the campus CFA chapter.

Definition of Terms

Anniversary Date for SSI eligibility. For tenured/tenure track (T/TT) faculty this is their hire date. For Lecturers, it may be the anniversary date of their hire, or it may be the beginning of the term following the accumulation of 24 semester WTUs or 36 quarter WTUs in a department or equivalent unit, with the provision of only one SSI per year.

Salary Ranges. Lecturers (non-tenure-track faculty) are hired in Ranges A, B, C, or D. Lecturers can be hired in any range at any salary between the Salary minimum and Salary maximum. [See Salary Chart Appendix B(2).] This means that Lecturers can be hired above the SSI max of their range. Lecturers possessing terminal degrees appropriate to teach in the discipline must be appointed in Range B or higher. The lowest paid category of Lecturer L was eliminated in the 2014-2020 Contract, and all Lecturers in the Lecturer L category should have been reclassified into Lecturer A or B, depending on terminal degree.

GSI = General Salary Increase. All Unit 3 employees, including Lecturers, receive all bargained GSIs on the date they are implemented.

LSC = Lecturer Salary Correction. Lecturer L or Lecturer A possessing the terminal degree converted to Lecturer B with not less than 5% base salary increase. Lecturer L converted to Lecturer A (or Lecturer B consistent with the above) with not less than 5% base salary increase. Lecturer L was eliminated.

SSI = Service Salary Increase. A Service Salary Increase is awarded to Lecturers who have taught 24 semester WTUs or 36 quarter WTUs in a single department or unit since being appointed, or since receiving a previous SSI or Range Elevation. Eligible faculty receive SSIs only in years when they are funded. Only one SSI can be awarded per year. Note: You cannot be above the SSI max and receive SSIs. A Lecturer who receives a new appointment can be placed above the SSI max but would not be eligible for SSIs in that range.

SRA = Salary Recovery Adjustment. This refers to a maximum 3% salary increase awarded to all Lecturers with three-year appointments and all tenure-line faculty in academic year 2014-2015 whose full-time base salaries were below the SSI maximum for their range. It operates just like an SSI in that it keeps the salary range minima, maxima, and SSI max fixed but moves the individual salary closer to the SSI max of the range. As with the GSI awarded for Year 1 of this CBA, the SRA was retroactive to July 1, 2014. Lecturers newly appointed to three-year appointments in Fall 2014 received SRAs retroactive to the start date of their Fall 2014 appointment.

WTU = Weighted Teaching Units. These are used to calculate your time base; e.g., 15 WTUs in a semester or quarter would be a 1.0 time base and six WTUs would be a 0.4 time base (6/15 = 0.4). Your appointment letter will identify the WTUs that you have been assigned.

Equity. Lecturers may be eligible for campus-based Equity awards bargained on a campus-by-campus basis.

Banking. Banking units means applying any excess units beyond what is needed for an SSI towards the next SSI. The contract does not require banking but some campuses do it, so that excess units above the 24 or 36 units needed for an SSI are not lost.

FMI = Faculty Merit Increase. An FMI was awarded in 1998, 1999 & 2000. Note: relatively few Lecturers received FMI awards. Those who received an FMI award no longer need to adjust their salary before comparing salary to the SSI max for their range.

FTE = Full Time Equivalent. FTE salary is the salary of a 1.0 time-base appointment. To calculate the FTE monthly salary, divide your monthly gross salary by WTUs taught, and multiply by 15.

AY= Academic Year. To determine a full-time equivalent (FTE) academic year salary, multiply FTE monthly salary by 12.

See more definitions of terms in the glossary in Appendix C.
General Salary Increases (GSIs)

CFA and the CSU negotiate General Salary Increases (GSIs) to raise the entire faculty salary schedule. Once a GSI is negotiated, all faculty receive the same percentage increases.

It is important that you track your salary carefully, by making up a chart listing your full-time equivalent pay and actual monthly salary in each department in which you teach, along with the percentage and dollar amount of each raise and when it showed up in your paycheck. Such a chart will be very helpful if there is a dispute over your salary.

Checking your payroll and compensation history on your campus online portal web site may be useful in this regard.

Service Salary Increases (SSIs)

A Service Salary Increase (SSI) is awarded after teaching 24 semester WTUs or 36 quarter WTUs, including state-support summer terms, in a single department, since the last SSI or Range Elevation, in years that SSIs are funded in the contract.

In order to receive an SSI, your salary must be below the SSI maximum in your range, with a limit of one SSI per year. Some Lecturers received Faculty Merit Increases (FMIs) in 1998, 1999 & 2000. Your salary will be adjusted by the amount of any FMI award, effectively allowing your salary to exceed the SSI maximum.

If your salary is at or above the SSI max, then you have no more SSI eligibility in your current range. You are eligible to apply for a Range Elevation provided you have served five years in the current salary range.

Determining SSI eligibility for Lecturers—particularly part-time Lecturers—is complicated by the numerous eligibility criteria. The anniversary date adds another layer of complexity as does banking (practiced on some campuses) and FMIs. Lecturers need to keep detailed records of units taught each term, date of eligibility for last SSI award, units accrued since last SSI eligibility, the SSI maximum in your range (which changes with each GSI—always check the current salary schedule posted on the web addresses cited in this Handbook), and your current salary.

If you believe you are eligible for a Service Salary Increase, request an SSI eligibility check from Academic/Faculty Affairs or Human Resources on your campus. If your SSI is denied, you are entitled to a written notice of denial. If you have questions or need help, contact your campus CFA chapter.

Range Elevation

Range Elevation is the increase in salary by movement from one salary range to the next, e.g., Range A to B, B to C, or C to D. (See Appendix B(2) for a chart of the salary ranges.) If granted, a Range Elevation brings a salary increase of at least 5% (Article 31.6), or the percentage increase required to reach at least the minimum of the next range, whichever is greater. Thanks to improvements secured by CFA in 2016, many more Lecturers became eligible to apply for Range Elevation in 2017-2018 and many more will now be eligible to apply in 2018-2019 and 2019-2020.

The Collective Bargaining Agreement (CBA) specifies the procedures that the campus must follow regarding Range Elevation, including eligibility, criteria, timelines, and appeal of denials (see Article 12.16-12.20). Each campus president must establish a campus Range Elevation policy after recommendation from the campus Senate. The campus policy must be in compliance with the language in the CBA. Another important negotiated document, which expanded Range Elevation eligibility, is the "Memorandum of Understanding: Amendments to the Range Elevation Procedures 2016."

Range Elevation is not automatic. If you are eligible, you need to apply.

Each campus has its own application procedures. You can find additional Range Elevation resources, including a link to the application policies for our campus as well as the 2016 Memorandum of Understanding, on the Range Elevation webpage on CFA’s website at www.calfac.org/post/range-elevation-resources

Determine Your SSI Eligibility

1. Were SSIs funded in the Contract?
   If yes, go to step 2.

2. Do you have 24 semester WTUs or 36 quarter WTUs in a single department since you last received an SSI or range elevation, or were newly appointed?
   If no, you are not eligible.
   If yes, go to step 3.

3. Did you receive an FMI award?
   If no, go to step 4.
   If yes, ask Academic Affairs or Human Resources on your campus to calculate your FMI adjusted salary; then go to step 4.

4. Is your current Full-time Equivalent (FTE) monthly gross salary below the SSI Max published in the current Salary Schedule?
   If no, you are not eligible for an SSI, go to step 5. If yes, you are eligible for a full or partial SSI.

5. If you are not eligible for an SSI, you may be eligible for a range elevation. Refer to "Range Elevation" for specifics on eligibility and timelines for application.
There are two ways to become eligible to apply for Range Elevation:

1. **Under the original eligibility track set out in the CBA**, Lecturers become eligible to apply for Range Elevation when they have at least five years of service in their current salary range and have no more eligibility for Service Salary Increases (SSIs). Lecturers who are at or above the SSI maximum in their salary range are no longer eligible for SSIs.

2. **Under the eligibility track negotiated in the 2016 MOU**, thousands of Lecturer faculty and temporary Librarians who have been unable to reach the SSI maximum in their salary range finally have some relief. Lecturer faculty and temporary Librarians who have six years of service as of the start of the Fall 2017 semester, in their current salary range, at a time base of at least 0.8 (a full-time adjusted year of service, or FTAS), or the unit equivalent of six years of service at a 0.8 time base (at least 168 semester units or 216 quarter units), are eligible to apply. There is a three-year roll-out schedule, that began in the 2017-2018 academic year, for this eligibility track.

You only need to be eligible under one of the two eligibility tracks in order to be eligible to apply for Range Elevation.

Campus administrators are required to notify Lecturers who are eligible to apply for a Range Elevation at least 30 days prior to the campus deadline for submitting the Range Elevation application (see Article 12.18). However, you should also keep careful track of your potential eligibility.

**To determine whether you are eligible under the original eligibility track**, you need to know:

- Your current salary range (stated in your appointment letter),
- Your full-time equivalent salary (what you would be earning if you were teaching a 1.0 time base), and
- The SSI maximum for your range.

The SSI maximum increases each time there is a General Salary Increase (GSI); so you need to look at the most recent faculty salary schedule. (There is an important improvement for those who received an FMI in 1998-2001. In determining your Range Elevation eligibility, you no longer need to subtract your FMI when calculating whether you have reached the SSI maximum.)

**To determine whether you are eligible under the eligibility track negotiated in 2016**, you need to calculate the Full-time Adjusted Service (FTAS) you had, in your current salary range, at the start of the Fall 2017 term. You also need to know the roll-out schedule.

FTAS for an academic year is defined as the average time base over the academic year, divided by 0.8, up to a maximum of 1.0 for the year, within a single department.

For example, if a Lecturer faculty’s or temporary Librarian’s average time base over an academic year was 0.4, then their FTAS for that year would be 0.4/0.8 = 0.5. If their average time base was 0.8, then their FTAS for that academic year would be 0.8/0.8 = 1.0. If their average time base was 1.0 (i.e., full time) then their FTAS for that year would be 1.0, the maximum allowed FTAS for a year (rather than 1.0/0.8 =1.25).

_CFA has created a Range Elevation Estimator that can help Lecturer faculty and temporary Librarians calculate their FTAS. See www.calfac.org/range-elevation-estimator_

**What is the rollout schedule for those eligible under the eligibility track negotiated in 2016?** Those with 12 or more years FTAS at the start of the Fall 2017 term in their current salary range, became eligible to apply in 2017-2018, as they have been stuck in their salary range the longest.

Next, those with nine or more years FTAS in their current salary range as of the start of the Fall 2017 term are able to apply in 2018-2019. Those with six or more years FTAS in their current salary range as of the start of the Fall 2017 term will be eligible to apply in 2019-2020.

**To prepare for a Range Elevation application**, keep copies of your periodic evaluations, reports of your student evaluation data, and documents showing your professional contributions in your teaching (or other assigned duties) as well as any other contributions you have made to the department, campus, or your discipline.

**The criteria for Range Elevation "shall be appropriate to lecturer work assignments" (Article 12.19).** This means you cannot be evaluated on activities that are not part of your assignment. An arbitration ruling also made clear a terminal degree or research cannot be required if they are not part of the assignment. Range Elevation is not a promotion and brings no increase in job security or status. It is simply a pay raise, and means you won’t remain in your current salary range for the remainder of your career in the CSU.

**To apply for Range Elevation**, you should review your campus Range Elevation policy and timelines and talk with your department chair and with other Lecturers to learn more about what is expected for a successful application.

_Campus Range Elevation policies are available on the Range Elevation webpage on CFA’s website at www.calfac.org/post/range-elevation-resources_

**If your application is denied**, you may appeal to a peer review panel (Article 12.20). Most Lecturers who have appealed have been successful in the hearing process. Those who are denied are permitted to apply again in subsequent years. While a denial is not grievable, campus policy that is not in compliance with the CBA can be grieved.

Prior to CFA successfully negotiating for the right to Range Elevation, when Lecturers reached the SSI maximum in the salary range in which they had been hired, they stayed...
in that range for the rest of their time in the system and received only GSI raises. Now that Range Elevation is available, many Lecturers have received Range Elevations, and all eligible Lecturers are urged to apply. CFA Lecturer Representatives at the campuses have worked hard helping ensure that the campus policies are fair, keeping Lecturers informed about the Range Elevation procedures, and assisting Lecturers with appeals. CFA will take up Range Elevation in successor bargaining for our next Contract and keep faculty aware of any changes or improvements as we bargain them.

Those with questions about years of service, time base, and salary should contact campus payroll offices.

If you have questions about your eligibility for a Range Elevation or the application process and are not able to resolve the problem by talking with your department chair or other administrators, contact your campus CFA Lecturer Representative or CFA chapter office. CFA chapters also can assist those who are unable to locate relevant policies and/or need help understanding what is expected for a successful application.

Many campus CFA chapters offer Range Elevation workshops, so watch for these.

Additional Range Elevation resources, are available on the Range Elevation webpage on CFA’s website at www.calfac.org/post/range-elevation-resources

**Background on the Lecturer Range Elevation Improvements Negotiated in 2016**

As referenced above, in 2016 the California Faculty Association and CSU management reached agreement on improvements to Range Elevation for Lecturer faculty and temporary Librarians. Thousands of Lecturer faculty and temporary Librarians who have worked for years without the ability to range elevate due to the paucity of SSI raises are able to apply to move from one salary range to the next, and receive a salary increase of at least 5%, without the requirement that they reach an often unattainable Service Salary Increase (SSI) maximum. For some Lecturer faculty and temporary Librarians who have remained well below the minimum of the next highest range for many years, the salary increase will be significantly more than 5%.

The agreement was the culmination of much effort by a working group that was created to develop a solution to Range Elevation problems that plagued Lecturer faculty during the recession years. The working group, made up of members of the CFA Bargaining Team—including two of the Lecturer members—was formed as part of the 2016 Salary Settlement with CSU management (the same salary settlement that also included hard-fought raises for all faculty).

The Collective Bargaining Agreement had, for some time, required that Lecturer faculty and temporary Librarians max out of SSIs (in-range salary advancement, similar to steps) before they may apply for Range Elevation. Without regular SSIs, many of our members had been unable to reach the maximum of their ranges and had therefore been prevented from range elevating into new ranges with higher salaries. The changes negotiated in 2016 to Range Elevation help to repair that problem and will result in much-needed salary increases that can help thousands of eligible Lecturer faculty and temporary Librarians.

**Benefits**

*Note: Eligible faculty are responsible for enrolling in benefits, and there are restrictions on when one may enroll. As soon as you get a qualifying appointment, don’t delay! Contact your campus benefits office within 30 days of your appointment about enrolling in benefits: medical, dental, optical, life, and disability insurance.*

In 2002, CFA successfully bargained improved health benefits eligibility for Lecturers. This progress was possible because of enabling legislation (AB 211) that CFA sponsored and, after 10 years of work, was able to get signed into law.

Lecturers and Coaches in an academic-year classification who get an appointment for at least six units of state-supported work (0.4 time base) for at least one semester or two consecutive quarters are eligible to receive subsidized benefits. These are provided through the California Public Employees' Retirement System (CalPERS) for themselves and eligible spouse or domestic partner, and children, up to age 26. This health benefits eligibility standard covers medical benefits, vision and dental care, life insurance, and disability insurance. Eligible Lecturer faculty receive the same benefits as tenure-line faculty.

For employees who meet CalPERS eligibility standards, some health plans, plus non-CalPERS vision, dental, life insurance, and long-term disability insurance are fully paid by the University. Health plans that require an employee contribution are also available through CalPERS.

If you have benefits but drop below a 0.4 time base (six units) during a subsequent semester or quarter, you lose your eligibility. But under federal statutes (known as COBRA), you may generally continue your health plan enrollment for up to 18 months (or 36 months, depending on the circumstances) if you pay both the employee AND EMPLOYER costs plus 2%.

Lecturers, for the purpose of benefits eligibility, can combine work in more than one department and at more than one campus, even a semester and a quarter campus, and get benefits as long as they satisfy the duration requirement by having a one-semester or two-quarter appointment, and the time-base requirement, by having appointments totaling at least six units. If you combine campuses for the purpose of benefits eligibility, you need to check with both campus benefits offices on the specifics of your eligibility.

On July 2, 2007, the CSU Chancellor’s office issued a
letter encouraging quarter campuses to appoint part-time Lecturers who do not have academic-year appointments but are expected to teach for two consecutive quarters to a two-quarter appointment to help ensure that they are eligible for health benefits. A copy of the letter is available at www.calfac.org/lecturers-council-information-updates.

Through the FlexCash Plan, faculty who waive CSU benefits because they have other non-CSU coverage (for example, through a covered non-CSU spouse who has group coverage) can receive an additional $128 in compensation per month for waiving medical benefits, $12 for waiving dental, and $140 for waiving both. There are also plans that allow faculty to pay eligible health care and childcare costs on a pre-tax basis. If interested, please go to: www.calstate.edu/Benefits/flexible/flexible.page.shtml.

[Note: the $128 for giving up medical may be worth it, as one cannot double-dip medical; but $12 for giving up Delta Enhanced Dental Insurance might not be worth it as one can combine dental plans to gain superior dental coverage.]

A summer health benefits stipend is available to Lecturers under very limited circumstances. (Refer to Article 21.28 of the CBA.)

Lecturers in the CSU are eligible to apply for the Chancellor’s Doctoral Incentive/Forgivable Loan Program (CDI/FLP). The CSU has agreed with CFA that at least 25% of awards must be offered to qualified individuals who are currently serving in Bargaining Unit 3 positions or who have served in Unit 3 within the two-year period prior to the award date (Memorandum of Understanding 7/31/91). For details, see www.calstate.edu/hr/cdip

Further information about benefits is available in Article 32 of the CBA; however, benefits questions are complex and are best addressed to the campus benefits office.

CSU FEE WAIVER PROGRAM

Lecturer faculty with three-year appointments or coaches with six consecutive years of service (where one year of service is considered one semester or two quarters in the bargaining unit on a single CSU campus during a single academic year) are eligible to waive certain fees each term at a CSU campus for a maximum of two courses or 6 units. A faculty member may transfer the fee waiver benefit to a spouse, domestic partner, or dependent child up to age 25. (See Article 26 in the CBA.)

RETIREMENT

Caution: Before making decisions about retirement issues, be sure to check with your campus human resources or benefits office, CalPERS at 888-CalPERS, and your local Social Security office. Through the CalPERS website, www.calpers.ca.gov, you can access your account, learn about your benefits, and use online tools to help plan your retirement.

Lecturers in the CSU are enrolled in one of two mandatory retirement plans: Part-time, Seasonal, and Temporary Employees' Retirement Plan (PST) or California Public Employees' Retirement System (CalPERS).

If you are not eligible for CalPERS, you will be enrolled in the PST retirement plan. This plan is funded entirely by employee contributions, which equal 7.5% of your salary. If you later become eligible for CalPERS, you have the option of rolling over your PST contributions into one of the investments offered under the Savings Plus Plan. (See "Voluntary Pre-tax Retirement Savings Plans" below.) While a Lecturer is in the PST program, there is no Social Security contribution from either the employee or the employer.

Fortunately, many Lecturers are eligible to enroll in the CalPERS retirement plan, which requires both employee and employer contributions. Employees who gained CalPERS membership prior to January 15, 2011 contribute 5% of monthly pay in excess of $513 of gross wages, while those gaining CalPERS membership after this date contribute up to 8% of their gross wages above $513. CSU employees eligible for CalPERS also pay into the Social Security retirement system, as does the CSU, and thus contribute to their future Social Security benefits.

CalPERS Eligibility

If you are already a CalPERS member from a previous job, including previous work on a CSU campus, you will be enrolled in CalPERS and the employer and employee contributions will start from the beginning of your employment.

If you are a Lecturer faculty member employed for at least 7.5 WTUs of state-support work (.5 time base) per term, you will be enrolled in CalPERS, and the employer and employee contributions will start, with the third consecutive semester or fourth consecutive quarter. You can combine units in more than one department and at more than one campus to reach the required .5 time base. Once a member of CalPERS, your 7.5% employee-only contribution to PST/Savings Plus will end. The CSU will now begin contributing to your retirement, and both the CSU and you will begin contributing to Social Security.

The CSU is required to monitor your CalPERS eligibility, but you should also keep track of your status and immediately contact your campus human resources or benefits office and CalPERS, if you have questions.

Once in CalPERS, you will remain eligible no matter how your time base changes. Once you have qualified for contributions, a break in your employment will not affect your eligibility. Contributions will resume upon your return, unless you previously cashed out your membership upon leaving your employment. (See CalPERS Buy Back below.)

If you are already a member of CalPERS and are teaching during a state-funded summer term, payroll reported in the system will generate CalPERS service credit up to a
maximum of one year of service credit per fiscal year.

Vesting in CalPERS (meaning you are eligible to retire) occurs after you reach 50 years of age and have put in the equivalent of five full-time years of service (i.e., have earned and/or purchased Service Prior to Membership) of at least five full years of CalPERS service credit, or you are at least 52 years old if you gained CalPERS membership on January 1, 2013 or later.

Vested Lecturers are eligible not only for a defined-benefit CalPERS pension, but also for a defined-benefit social security pension. The CalPERS pension is determined by three factors: total full-time-equivalent years of service, age, and the highest average annual full-time-equivalent pay; i.e., what your salary would be if you were teaching at 100% time base over any consecutive 12-month period (for those who were CalPERS members prior to January 15, 2011) or any 36-month period (for those who became CalPERS members on or after January 15, 2011). The "highest full-time-equivalent base pay" factor is a tremendous advantage for long-term Lecturers in the CSU (even if their time base drops).

Retired annuitants (those retired from the CSU and receiving a CalPERS pension) also continue to receive both medical and dental benefits, as long as they were eligible for benefits when they retired and retired within 120 days of separating from the CSU. Retired annuitants may also return to teach in the CSU, but that employment may not exceed 960 hours or 50% of the previous time base during the last fiscal year prior to retirement, whichever is less. There are serious penalties for exceeding this restriction.

A Lecturer who is a retired annuitant and wishes to return to CSU employment needs to know that reappointment is NOT guaranteed and pre-retirement entitlements and pay status may not be honored. Additionally, employment in the CSU as a retired annuitant requires a break of at least 180 days between retirement date and rehire date.

If you separate from CSU service without actually retiring, you may cash out of the retirement plans (PST and/or CalPERS) to which you have made contributions.

CalPERS "Buy Back" allows you to "buy back" service credit for time worked at a CalPERS-contracting agency (CSU or elsewhere) if you cashed out your benefits when you left that prior employment. To do this, you must pay in only the employee contributions for that period of time, plus interest; the additional service credit will be added to your CalPERS account. The employer is then required to contribute its share of your service credit.

You may also choose to buy service credit for time worked in the CSU—whether as a part-time Lecturer or as a Teaching Assistant—before you qualified for CalPERS (called "Service Prior to Membership"), but you must pay the employee contributions. Options for purchasing service credit include: lump sum (including rolling over any qualified investment), or paying over time, up to 15 years, either pre-tax or post-tax. Please see the Pension & Benefits Supplement Guide at www.calfac.org/lecturers-council for more information and also see your HR/Benefits department on campus.

Voluntary Pre-tax Retirement Savings Plans

To supplement other retirement benefits, any faculty member can choose to participate in any or all of the available pre-tax savings plans: CSU 403(b) Tax Sheltered Annuity Plan, Savings Plus 401(k) Thrift Plan, and Savings Plus 457 Deferred Compensation Plan. These options are funded entirely by the employee's contributions, but the taxes on the portion of the salary that is invested may be deferred.

Unemployment Benefits

The vast majority of Lecturers, including those with conditional three-year appointments, are eligible to receive unemployment insurance (UI) benefits during breaks in employment. These breaks occur at the end of every term, such as summer and winter break for those at semester campuses.

This right was established as a result of the 1989 Cervisi Decision, which legally defined "reasonable assurance of work" in the state of California. This definition was incorporated into the statutes of the Employment Development Department (EDD, the agency that administers UI) under EDD statute 1253.3(g), which defines reasonable assurance of work as an offer or assignment which is "not contingent on enrollment, funding, or program changes." This means that Lecturers who have contingent or "conditional" appointments—the majority of CSU Lecturers since the practice of the university is to offer conditional appointments to part-timers—are legally eligible to receive UI benefits during holiday and summer breaks, as well as in those terms when they have not been offered classes.

It is important to understand that a statement by your department chair that you will teach in the fall is NOT a firm offer of employment if you are a part-time Lecturer; this is because the offer is contingent on budget and enrollment, and therefore does not constitute reasonable assurance of work. Seeing your name in the subsequent

For further information on retirement benefits, contact your campus human resources or benefits office.

Also check
- CSU statewide website csucareers.calstate.edu/Benefits.aspx
- CalPERS www.calpers.ca.gov
- Social Security www.socialsecurity.gov
term's schedule of classes does NOT constitute reasonable assurance of work. Having received your next semester/quarter appointment letter does NOT constitute reasonable assurance, because the appointment is contingent on budget, enrollment, and program changes.

The only way you do NOT qualify for UI benefits is if you currently have an appointment letter that makes clear that you have a non-conditional appointment for the next term. This applies only to full-time Lecturers on a three-year appointment. Being contingent means that you can have your class(es) cancelled or reassigned to tenure-track faculty, teaching assistants, administrators, or volunteer faculty as late as the third class meeting, and the university has no obligation to find you alternative work.

Consequently, it does not matter if you have a part-time three-year appointment and have taught every term for 20 years. Contingent Lecturers—including those on one-year full-time appointments—usually receive an appointment letter every term with a start and an end date of employment; after this end date you are "laid off for lack of work" and do not have any "reasonable assurance" of future work, as legally defined in California. It is for this reason that you are eligible to receive up to $450/week during summer and other term breaks.

You do not have to be completely unemployed to receive UI benefits; in fact, you can earn (in gross weekly wages) up to 133% of your weekly UI benefit amount before your weekly benefits are reduced to zero.

Your benefit amount is based on two factors: your highest quarter of earnings during a 12-month base period prior to opening your UI claim, and your degree of unemployment or under-employment relative to your highest earnings. Current maximal weekly benefits are $450, and this is achieved by quarterly earnings of $11,674.01.

Applying for unemployment insurance (UI) is your legal right. Even though Lecturers may be re-employed at the end of a summer or after breaks between terms, this has no bearing on UI eligibility and cannot be used to deny benefits. When you request these benefits, you are simply asking the CSU to acknowledge your lack of job security.

Additionally, the more that Lecturers demand their legal right to UI, the greater the pressure that will be brought to bear on the CSU to offer long-term Lecturers appointments worth the paper they are printed on.

To apply for unemployment benefits, go to the Employment Development Department (EDD) website at www.edd.ca.gov and follow the links.

The best day to apply for UI benefits (by going online and filling out the application) is the day after the last official day of the semester or quarter in question. Use the dates on your appointment letter as starting and ending dates of employment. If you apply the day after the last official day of the term, you should never be denied benefits and have to appeal. This is because the CSU will not contest your claim.

An exception to this rule applies to only the few campuses that have the official last day of the Fall semester on January 2 or January 3, despite ending Fall finals in the middle of December and closing the entire campus between Christmas and New Year. Lecturers on such campuses who file their grades before December 24 could file for UI benefits claiming their last day of work was December 23.

If the campus denies your claim, you should contact Jonathan Karpf (jkarpf@calfac.org/408-398-9449) or Antonio Gallo (agallo@calfac.org/323-947-9441) and one of them will handle your appeal. You also can reach them through the CFA Headquarters at 916-441-4848.

You should not delay applying because eligibility for unemployment benefits begins the day you apply, regardless of how long you have been unemployed or under-employed. For each new claim you open, there is also a one-week waiting period in which you are not paid.

When applying, be sure to have your last three semester or last four quarter appointment letters in front of you. For pointers on how to answer the questions on the EDD web site, see the two-page "Information for Lecturers on Unemployment" at www.calfac.org/post/information-lecturers-unemployment-benefits and the Lecturer Unemployment Rights Supplement Guide found on the statewide Lecturers web page at www.calfac.org/lecturers-council.

Your eligibility is confirmed by EDD statute 1253.3(g) (See box: How to Appeal if Benefits Are Denied), as well as sections 12.4 and 12.5 of the CSU-CFA Collective Bargaining Agreement. Most Lecturers have their academic year salary disbursed over 12 months, and it is important to remember that the pay checks you receive over the summer or other term break are compensation for work you did during your teaching in fall, winter or spring terms, not for any employment in the summer or other break. If you are not employed at the end of a semester or quarter, you are...
Upon receiving your claim, the EDD will contact your campus HR department to confirm your employment status. Prior to 2005, it was common for HR departments to claim that Lecturers had “reasonable assurance” of returning to work. However, AB 2412 levies a fine on academic employers who provide misleading information to the EDD.

In response to this Assembly bill, the CSU Chancellor’s Office sent a technical letter to all campus HR directors instructing them on what to say to EDD when contacted about the employment status of a contingent Lecturer. This letter contains the same language as EDD 1253.3(g) and has reduced the likelihood of Lecturer EDD claims being initially denied. This is why you should always use the general phone number for your campus HR office when asked for the phone number of your last employer; do NOT use your department number.

EDD will then mail you information about your benefits. You will be required to contact CalJobs online and enter your personal information and the employment you are seeking. For many Lecturers this is merely a formality, since CalJobs is not equipped to find university jobs; the way most university faculty find work is by networking with colleagues and ex-grad school mates who have positions at other schools.

You may be asked to be available for a phone interview to assess eligibility. If this happens, do not panic; simply be clear about the contingent nature of your contract and the language of EDD statute 1253.3(g). You may have to educate the EDD agent about this. Some points worth mentioning:

- To any question that has the word “recess” in it, your answer is the same: “I am not on recess. Tenure-line faculty in the CSU have recess periods. I am one of the 60% of faculty off the tenure-line, called Lecturers. I am given a part-time, temporary appointment that is contingent on budget, enrollment, and program changes. And even if I am fortunate enough to be given an appointment for the following term, my classes can be cancelled up to the third class meeting due to budget, enrollment, or program changes. If my classes aren’t cancelled, they can be taken from me and reassigned to a tenure-track faculty member or a full-time Lecturer whose own classes are under-enrolled, or they can be given to a graduate student teaching assistant, or given to an administrator who wants to teach my class. Consequently, I lack reasonable assurance of future work, as per EDD statute 1253.3g.” Answers to the most commonly asked EDD phone interview questions may be found in the Lecturers Unemployment Rights Supplement Guide.

- Your appointment letter—when you receive one—is usually sent at the end of the summer, although in recent years they seem to have come later and later, oftentimes after the term has begun.

- You do not currently have an appointment letter or contract (and even if you did, it would be contingent upon budget and enrollment and, thus, would not meet the legal definition of “reasonable assurance of work” according to EDD 1253.3(g)).

- Your current appointment letter states that after your appointment ends, no further employment is implied (if your appointment letter states this).

- Finally, remind them of their own statute, EDD 1253.3(g), which defines “reasonable assurance of work,” something which you lack.

You may also be asked to attend an employment workshop at your local EDD office. The good news is that once you are in the system the process of applying for UI benefits generally becomes more seamless and glitch free.
HOW TO APPEAL IF BENEFITS ARE DENIED

If your campus informs the EDD that you are returning or still employed, or if the campus reports your earnings based on how they are disbursed rather than on when they are earned during the academic term, the EDD is likely to deny benefits.

If this happens, it is very important to file an appeal. If you are denied benefits, you will be notified of this in writing. The notification will explain your right to appeal and provide instructions on how to do so, including time lines.

If you are denied benefits, you should contact either Jonathan Karpf (jkarpf@calfac.org/408-398-9449) or Antonio Gallo (agallo@calfac.org/323-252-1710) immediately. You also can reach them through the CFA Headquarters at 916-441-4848. One of them will help you write your appeal, and will either attend your Administrative Law Judge (ALJ) hearing or will provide a “Testimony by Declaration” that you will drop off at the ALJ office at least one day before your appeal hearing.

To win a favorable decision, you should bring the following information to the appeal hearing:

- A copy of your appointment letter for the present (past) year/semester/quarter
- A copy of the CSU-CFA Collective Bargaining Agreement (CBA or “Contract”) with special attention to sections 12.4 and 12.5, on temporary faculty appointments. (The CBA is available from your CFA chapter office or on the CFA website at www.calfac.org/2014-2020-contract
- Copies of previous appointment letters, which are useful because they demonstrate that these letters usually go out at a late date and, thus, aid in establishing the uncertainty of your reappointment
- Any documents or letters from your department chair, other faculty, the campus administration, or the news media, indicating the uncertainty of funding and/or enrollment levels for the coming semester/quarter.
- Evidence that you have attempted to secure teaching work during this period of unemployment, such as letters, emails, or record of phone calls to other departments or campuses

When you testify, make sure to point out to the administrative law judge the relevant conditional provisions in your appointment letter and in the CBA, to help demonstrate the uncertainty of reappointment. Also, point out the uncertainties of funding and enrollment for your department, if applicable.

Lastly, if denied due to how our academic term pay is disbursed, be sure to download the 2005 Chancellor’s Technical Letter TL-BEN2005-10 from the CSU website under the Human Resources link.

Please see the next page for a sample appeal letter.
Unemployment Insurance Appeal

Here is a sample letter you may wish to use to appeal an EDD denial of unemployment benefits. On the appeal form that should be enclosed with your Notice of Determination letter, write the following, word for word. (You may include a separate piece of paper.)

Part-time temporary faculty of the California State University system (CSU) are entitled to unemployment compensation for periods between quarters/semesters, including summer breaks. This principle was established in Unemployment Insurance Code 1253.3(g) and Cervisi v. California Unemployment Insurance Appeals Board (1989) 208 Cal.App.3d 635, 256 Cal. Rptr. 142.

Under the Cervisi statute, an assignment that is contingent on enrollment, funding, or program changes is not a “reasonable assurance” of employment [1253.3, subd. (g)]. Cervisi covers all temporary faculty: Instructors, Nurses, Librarians, Counselors and other academic employees.

The Employment Development Department can verify this information by looking in its office manual under Field Directive 89-55UI, which explains the definition of “reasonable assurance” and how Cervisi is to be applied.

Furthermore, all academic year faculty in the CSU have their academic year salary disbursed into 12-monthly checks. The paychecks received in January are for work done in the previous Fall semester or quarter, while the paychecks disbursed in June, July, and August, are delayed payment for work done in the previous Spring semester or quarter. Question 6 on the EDD Continuing Claim Form asks “Did you work or earn any money (this week) whether you were paid or not?” It doesn’t ask “Did you receive delayed payment for work neither earned nor done (during this week)?”

In fact, a 2005 Technical Letter from the CSU Chancellor’s Office to all CSU HR/Benefits offices substantiates the fact that all part-time, contingent Lecturers in the CSU are eligible for UI benefits at the end of every academic term until receiving a subsequent appointment, despite the way in which their academic term salary is disbursed. Please refer to: www.calstate.edu/hradm/pdf2005/tl-ben2005-10.pdf

I hereby appeal the decision denying me benefits. The basis of my appeal is that the decision and its rationale misstates and misapplies the facts and misstates and misapplies the law. I believe that I am entitled to benefits because I am a temporary faculty member of the California State University system, and, at the conclusion of any given academic term, I have no assurance of continued employment because my future assignments are contingent upon enrollment and funding. As such, I have no legal assurance of employment in accordance with the decision Cervisi v. Unemployment Insurance Appeals Board, (1989) 208 Cal.App.3d 635, 256 Cal.Rptr. 142.

Sincerely,

Your name
Your social security number
Your address
5. LEAVES

Faculty in the CSU are eligible for various kinds of leaves, both paid and unpaid. See Contract Articles 22, 23, 24, 27, 28 and 33 (Leaves of Absence without Pay, Leaves of Absence with Pay, Sick Leave, Sabbatical Leaves, Difference-in-Pay Leaves, Holidays) for a complete listing of leaves provisions. Remember to check for provisions regarding pro-rating of time/compensation for part-time faculty.

In some cases, it is possible to combine paid and unpaid leaves to create a longer absence. In other cases, maximum duration of leaves may be limited by the Contract even when longer periods seem available. Because determination of types and lengths of leaves can be complicated, it is best to make use of a variety of sources of information (e.g., the Contract, experienced colleagues, and the campus benefits office) to clarify what is possible in any particular situation.

Sometimes Lecturers hesitate to take time off even when there is a legitimate need to do so. Remember that in most cases the Contract protects your current position in the University. However, it is important to follow established leaves procedures for these protections to work.

Paid Leave

Sick Leave (Article 24)

All faculty unit employees accrue credit for paid sick leave. Full-time appointments earn eight hours of sick leave per pay period (paycheck). Part-time appointments earn a pro-rated fraction. Any unused sick leave is translated into additional CalPERS service credit upon retirement, which can sometimes add a year or more, thereby increasing one's lifetime monthly pension check. (See www.calpers.ca.gov)

If you are separated from CSU employment for more than 10 months, you lose accumulated sick leave. If you anticipate being rehired at any CSU campus the following year, notify the Human Resources Department at your primary campus informing it that you want to save your accumulated sick leave, and be sure to check back to verify that you've been credited with your previous accumulated sick leave.

Recently, the CFA Bargaining Team prevailed in its efforts to bargain sick leave for Lecturers who teach in extension. The new Article 40.19 specifies that all extension faculty shall earn sick leave at the rate of one (1) day per 3 semester WTUs or 4 quarter WTUs, and this sick leave shall be credited at the beginning of the appointment. This sick leave may be used at any time during that appointment.

Bereavement Leave (Article 23)

Upon request to the campus president, five days of paid bereavement leave will be granted in the instance of a death in the immediate family. (Article 23.3 defines the term "immediate family.") You may also use up to 40 hours of accrued sick leave in such an instance, if authorized by the president (Article 24.12).

Parental Leave (Article 23)

All bargaining unit employees are entitled to up to 30 days (six weeks) of paid parental leave. The leave must start within the period of time beginning 60 days prior to the anticipated arrival (birth or adoption) of the child and ending 75 days after the arrival of the child.

The leave must be taken in consecutive days unless you reach a prior agreement otherwise with the appropriate administrator. (See also "Disability Leave" and "Family Care and Medical Leave.")

Additional Flexibility (Article 23.6)

Additional flexibility is available, including parental leave sharing if the partner/spouse is also a faculty unit employee; reduction in workload in lieu of parental leave of 40% (6 WTUs) for one semester or 60% (9 WTUs) for one quarter (upon approval of the appropriate administrator); and combination of paid parental, sick, and unpaid leave in order to take an entire term leave (upon approval of the appropriate administrator).

In order to allow Lecturers to retain benefits during parental leave, paid leave need not be exhausted before unpaid leave is taken.

Emergency Leave (Article 23)

Emergency leave with pay may be granted by the President for natural catastrophe or emergency situations that place the health or safety of the Lecturer in jeopardy. Leave may be granted by the President for Lecturers who require leave due to violent crimes, domestic violence, and/or sexual assault.

Sabbatical/Difference-in-Pay Leaves (Articles 27 & 28)

Full-time faculty, including Lecturers, are eligible for both sabbatical and difference-in-pay leaves for approved academic purposes. These leaves must occur within the period of employment specified in the appointment letter.

Since these leaves create an obligation for a term of work equal to the length of the leave to be fulfilled after the
period of leave, Lecturers would normally have to take such leaves early in an appointment period. Because there are many conditions that apply to these leaves, consulting Articles 27 and 28 in the Contract is a necessary first step.

If a sabbatical leave is granted by the Professional Leave Committee, but denied because of departmental needs or issues other than the merit of the sabbatical proposal, the sabbatical leave shall be granted in the following year, without the faculty member being required to re-apply.

Personal Holiday (Article 33)

One day per calendar year may be used for personal business. Scheduling of a personal holiday must be by mutual agreement of the faculty member and appropriate administrator, usually a department chair or dean.

Disability Leave

For information on disability leave, check with your campus benefits office and with the California Employment Development Department (EDD) for information about the state disability insurance benefits. The EDD telephone number is 800-300-5616 and the website address is www.edd.ca.gov/dirq2501.htm

Note: Faculty are also eligible for several other types of paid leave, including jury duty, leave to vote, and absence as a witness. See the Contract for details.

Unpaid Leave

Personal Leave (Article 22)

All Lecturers may be granted unpaid personal leave for a specific purpose for up to two years. You will not lose any accumulated employment rights under Article 12 (Appointment) for taking such a leave. However, if the leave exceeds 15 days, you become responsible for payment of insurance premiums for any health or dental benefits you may have.

The campus president has the option of granting a leave of this type in such a way that it constitutes a break in service; if this is the case, the employee must be informed of such determination at the time the leave is granted.

Professional Leave (Article 22)

This unpaid leave allows faculty to take advantage of scholarly and professional opportunities away from the campus. Since there are a number of conditions that apply, consult the Contract for details. Note especially that the responsibility for health and dental benefit payment shifts to the employee during a leave of this type.

Family Care and Medical Leave (Article 22)

Lecturers, like other faculty, may receive up to 12 weeks of unpaid family care and medical leave within a 12-month period if they have at least two semesters or three quarters of service. While this category of leave is unpaid, benefits do continue.

This leave may be used for reason of: the birth/adoption/foster care of a child; care for a child, parent, spouse or domestic partner with a serious health condition; or for the employee's own serious health condition. (See also "Parental Leave" under Paid Leave.)

Note: While all leaves automatically terminate at the end of an appointment, in 2014 we bargained flexibility for 3-year Lecturers who are on a leave of absence. Article 15.30: "if a temporary faculty unit employee is subject to a periodic evaluation pursuant to provisions 15.28 or 15.29, and the temporary faculty unit employee is on an authorized paid or unpaid leave during the period in which the evaluation is scheduled, the employee may request a postponement of the evaluation. If the request is granted, the temporary faculty unit employee's appointment shall be automatically extended through the academic term in which the rescheduled evaluation takes place. If the outcome of the evaluation is a determination by the appropriate administrator of satisfactory performance, the new 3-year appointment shall be effective at the beginning of the academic year following the original expiration date of the prior appointment."
6. GRIEVANCES AND OTHER PROBLEMS

CFA can help resolve many problems or complaints informally and encourages this approach when it seems effective and appropriate. However, depending on the specific issue, persons, and circumstances, it may be necessary to use the formal dispute resolution mechanism provided by the Contract, known as the grievance procedure.

If you think you may have a grievance, contact your CFA Lecturer Representative, a CFA Faculty Rights Committee member, or your CFA staff representative to obtain assistance securing a resolution. Do so as soon as possible, due to the 42-day deadline for filing a grievance. (See below.)

It is your responsibility to attempt to resolve promptly any employment problem that may arise and to act within the grievance procedure timelines. The Collective Bargaining Agreement (CBA or commonly known as “the Contract”) provides that a Level I grievance must be filed with the campus president or designee.

If you feel that your contract rights have been violated you need to file a grievance no later than 42 days after the event giving rise to the grievance, or no later than 42 days after you knew or reasonably should have known of the event giving rise to the grievance (Article 10.4). You will likely forfeit your contractual rights if you delay in filing a complaint.

A CFA representative will assist you, but you must keep a close watch on your grievance timelines, which begin to run as soon as the alleged violation is known to you. Be sure to check timelines with your CFA Faculty Rights Representative, or CFA staff member, and review the timelines on the Grievance Procedure Flow Chart included in this section.

Grievance Procedures govern most aspects of grievances (Article 10)

Because of legislation that CFA successfully sponsored, our contract has an expanded definition of what faculty matters are grievable and offers faculty two grievance tracks—the contractual grievance track or the statutory grievance track.

In addition, the Contract gives Lecturers the option of an expedited umpire arbitration procedure for appointment issues.

At the time of filing a grievance, the grievant selects either the contractual grievance track or the statutory grievance track. The latter involves a faculty hearing committee. Before deciding which, it is advisable to consult a CFA Faculty Rights Committee member or staff representative.

The grievant should also carefully review the CFA Grievance Filing Guide, available on the CFA website, www.calfac.org/grievances and from CFA chapter offices.

The statutory track offers an opportunity to file grievances on issues not linked to specific contract provisions; however, generally the statutory track will not have the direct assistance of CFA staff and Faculty Rights Representatives past advice at the initial filing stage. Faculty who have worked in the CSU for less than one semester or quarter are limited to the contractual grievance track.

The statutory track cannot be used for “chapter” or “class action” grievances, which are situations in which CFA may choose to file a contractual track grievance in CFA’s name rather than an individual faculty members’ name, especially when the problem is shared by a group of faculty. Only contractual track grievances set precedent.

Some issues have the potential to be filed under either track, and faculty, especially Lecturers, need to think about whether their case is better heard by an outside neutral arbitrator or a faculty hearing committee.

Whichever track a grievant selects, the next step is a Level I meeting with the administration. If there is no resolution after the Level I meeting, a contractual track grievance proceeds to Level II at the Chancellor’s Office, and then to arbitration if CFA agrees to arbitrate the grievance.

In the statutory track, a grievance not resolved at the Level I meeting, can be appealed to a three-member faculty hearing committee, which makes a written recommendation to the campus president. If the president rejects the committee’s decision to sustain the grievance, then the grievance is eligible for arbitration. Where the president agrees in part, and disagrees in part, with the committee’s decision, then only the issues with which the president disagrees may be appealed to an arbitrator.

For statutory track grievances, the faculty hearing committee consists of three full-time faculty members and one alternate. The committee members are chosen from a panel consisting of all full-time faculty members on a campus.

Only full-time faculty can serve on the panel and be selected for the committees. Full-time Lecturers are eligible to serve on committees; however, service for Lecturers is voluntary. Full-time Lecturers should seriously consider serving on a hearing committee that has the potential to make important decisions on faculty matters.

Appeals to a Special Article 12 Umpire

In both the contractual track and statutory track, Lecturers have the option, if their grievance qualifies for arbitration, of using the Umpire system. A Lecturer not satisfied with a resolution by the Chancellor’s Office at Level II (contractual track) or by the Faculty Hearing Committee process, includ-
ing presidential review (statutory process), may choose to submit grievances to a special Umpire jointly selected by the CFA and the CSU administration.

This expedited arbitration procedure is available only for grievances pertaining to Lecturer appointment, reappointment, work assignment, or careful consideration, under Article 12. The Umpire’s decision is final and not precedent-setting. The Umpire option brings a much quicker resolution of Article 12 matters for both Lecturers and the departments that need to make real-time hiring decisions. However, this option may not be suitable for complicated grievances. Lecturers should review Article 10.27 and talk to CFA before making a decision on using the Umpire option.

Investigations and Possible Disciplinary Actions

If you are concerned about possible disciplinary action, contact your CFA chapter president, CFA Faculty Rights chair, or CFA staff representative at once. If you are called to an investigatory meeting, contact your campus CFA Faculty Rights Representative immediately.

Be aware that if a meeting with an administrator is investigatory in nature, such that the information sought or provided could lead to corrective or disciplinary action, the employee is entitled to representation by another faculty unit employee or a CFA representative. These are known as Weingarten Rights.

If you feel that the meeting may potentially have any investigatory or disciplinary purpose, immediately invoke your right to CFA representation by saying:

“If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request my steward or union officer be present at the meeting. Without representation, I choose not to answer any questions.”

See CBA Articles 18 and 19 for information about reprimands and disciplinary action procedures.

Sexual Harassment and the Right to Non-Discrimination

It is the policy of the CSU to prohibit discrimination against faculty unit employees on the basis of race, color, religion, ancestry, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, marital status, pregnancy, age, disability, medical condition, or veteran status. According to state and federal law, these and other forms of discrimination are illegal.

CSU Chancellor’s Office Executive Order 1096 provides policy and procedures for filing complaints regarding discrimination and harassment. The Order specifies how the university must respond to allegations and requires that complainants file within 50 days of “the most recent” occurrence. (See www.calstate.edu/eo/EO-1096.html)

If you believe you are being discriminated against, contact your campus CFA chapter office or your CFA staff representative at once. Some problems can be addressed at the campus level through CFA intervention and the help of the campus human resources staff. To address a violation of your rights under the Contract to a workplace free of discrimination and harassment, or a violation of EO 1096, you may also file a grievance. You also can file a complaint with the state’s Department of Fair Employment and Housing. CFA recommends that you contact your CFA chapter for help when you feel you are suffering discrimination or harassment.

An important aspect of non-discrimination rights is your right to be free from harassment based on any of the above categories. Sexual harassment, which is legally defined, is a form of sex discrimination and is prohibited by state and federal law, as well as by CSU policy. No supervisor may threaten or insinuate, either explicitly or implicitly, that your submission to or rejection of sexual advances will influence any aspect of your employment or career development.

Similarly, all employees, faculty and staff, have an ethical and legal responsibility to interact with students in a manner free from all forms of unlawful discrimination, including sexual harassment.

If you believe that you have been sexually harassed or harassed because of your gender, you can discuss the situation informally with one of your CFA Faculty Rights advocates or your CFA Staff Representative. (There may also be other resources on your campus, such as a Women’s Center or an Office of Equity and Diversity.)

Problems with Students

Faculty members occasionally encounter students who behave in a threatening or otherwise inappropriate manner. If such a problem arises, you should immediately report it in writing to your department chair. If you do not already have a copy of department and campus policies regarding such situations, obtain these materials from your chair, dean, or Student Affairs Office, and make sure you report any incident within the timelines specified in these policies.

Many problems with students can be avoided by clearly stating departmental and university policies in your course syllabi. Check with your department chair or department office staff for policies relating to attendance, withdrawal, and make-up work.

IMPORTANT LINKS

Equal Employment Opportunity
Commission District Office
(U.S. Gov) www.eeoc.gov

Department of Fair Employment & Housing
(California State Gov) www.dfeh.ca.gov
Lecturers may feel particularly insecure in such circumstances, and such concerns are not misplaced; but doing nothing when trouble arises may close off the possibilities of useful support. You are fully entitled to assistance and representation from CFA. In addition to reporting the situation, talk to one of your CFA chapter officers or your CFA staff representative to obtain further information and help in resolving the problem. Employees who seek redress of problems as a group (as opposed to as an individual) have a higher level of protection from retaliation.

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**GRIEVANCE PROCEDURE FLOW CHART**

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1. **Event**
2. **Grievance Level I Filing**
   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.

   - **STATUTORY**
     - 14 days
       - Level 1 Meeting
     - 14 Days
       - Level 1 Response
     - Appeal?
       - Yes
       - Faculty Hrg Cmte Selection
         - 14 Days
         - FHC Hearing
         - 14 Days
         - FHC Decision
         - 21 Days
         - Implement President’s Decision
         - 7 Days
         - Reject
         - 12 or 18 months
           - 30 Days
           - Arbitrator’s Decision
           - 3 Days
           - End
         - No
           - Optional Umpire Process
             - 30 Days
             - CFA requests arbitration?
               - 12 or 18 months
                 - 30 Days
                 - Arbitrator’s Decision
                 - 3 Days
                 - End
               - End
   - **CONTRACTUAL**
     - 14 days
       - Level 1 Meeting
     - 14 Days
       - Level 1 Response
     - Appeal?
       - Yes
       - Level II Filing with C.O.
         - 14 Days
         - Level II Meeting
         - 14 Days
         - Level II Response
         - 14 Days
         - Grievant requests CFA arbitrate
           - 42 Days
           - CFA requests arbitration?
             - 12 or 18 months
               - 30 Days
               - Arbitrator’s Decision
               - 3 Days
               - End
             - End

---

1. 25-day postponement(s) are possible to facilitate informal resolution (CBA at 10.5)
2. 12 months, unless promotion case – then 18 months
3. On the contractual track, the grievant chooses whether or not to use the Umpire process for matters pertaining solely to appointment, reappointment, or work assignment under Art. 12 (if case is accepted by CFA for arbitration)
7. ORGANIZING

This handbook has stressed your important place and role in CFA governance and your guaranteed rights found in the Contract. It also has urged you to stand up for your rights in concert with other Lecturers and your union. Because the Contract is a living document, the actions of both parties to it (CFA and the CSU administration) can and do change its meaning and implementation.

Every time Lecturers as individuals or collectively insist on fair treatment and due process, we all benefit. All faculty Unit 3 employees are represented by CFA, and CFA members pay dues that are only 1.35% of gross Unit 3 salary. When you realize what this 1.35% protects in terms of current and future raises, Lecturer range elevation, our subsidized medical, dental, optical, life and disability insurance, plus our pensions, life-long healthcare, and grievance procedure, it is dues well spent.

This is why if you are not yet a member, you need to join CFA to help make it stronger to protect all of our rights.

For information on how to join CFA and benefit from membership, refer to Part 9: CFA Membership in this Handbook or visit www.calfac.org/join-cfa

Every grievance we win further defines the parameters of the Contract. For example, the principle of "careful consideration" began as relatively undefined, but, through rulings on grievances, arbitrators have more clearly defined and expanded this right.

New questions about the meaning of careful consideration frequently arise, prompting CFA Lecturers, members of various committees, and staff to devote much attention to this right.

Organizing by community college part-timers and CSU Lecturers resulted in the Cervisi decision, which guarantees contingent faculty the important right to unemployment benefits during breaks.

In this section of the Handbook, we want to discuss some specific ways in which you can become more involved in your union, thus expanding your rights on the job and helping build solidarity and community on campus.

Building Lecturer Networks

Joining together with your colleagues to build and extend the Lecturer network on your campus presents a personally rewarding and enjoyable way to become involved. Most campuses have a network, such as a local Lecturers’ council or a special listserv, though some remain quite small.

However, even a small group of active Lecturers working together in their CFA chapter can make a big difference in the lives of hundreds of Lecturers on campus. Such a group can play an important role simply by gathering important information and communicating it to other Lecturers.

Information can indeed lead to increased power; the more informed Lecturers become, the better able we are to protect and expand our rights, including the right to participate in the academic life around us. Getting involved is easy—contact your campus CFA Chapter Lecturer Representative or a member of your CFA Executive Board, or attend the next CFA gathering on campus.

Additional information on Lecturer activities and organizing, as well as on CFA events, is available from www.calfac.org/lecturers-council and on your campus CFA chapter's own web page. Find it at www.calfac.org/campus-cfa-chapters

Participating in Your CFA Chapter

Every CSU campus has a CFA chapter that welcomes your ideas and involvement. Guiding the work of the various standing and ad hoc committees of each chapter is a group of active members who sit on the Executive Committee or Board. These meetings are open to all members.

The various chapter committees perform important practical functions. The Faculty Rights Committee, for example, deals with the full range of problems faculty can face on campus and attempts to solve them before they result in full-fledged grievances. This committee deals with everything from incidents of hurt feelings to cases of egregious abuse of power. Since Lecturers comprise about half of the faculty on most campuses, this committee needs Lecturer participants and advocates.

The main responsibility of the Membership & Organizing Committee is the recruitment of new members. This is an important function because, the more Lecturers who are members of CFA, the more power we Lecturers have at the bargaining table and at the state legislature in Sacramento.

The Political Action/Legislative Committee deals with the local and state political scenes. The campus and statewide PAC-Leg Committees, in concert with CFA's Government Relations Office in Sacramento, build alliances for CFA's causes in the halls of government. The passage of AB 211, giving CFA the right to bargain for an expansion of Lecturer health benefits eligibility, stands as a good example of our political action and legislative work.

CFA chapters regularly communicate with members on campus through various means, such as newsletters, websites,
work conditions of CSU Lecturers.

important policies that have direct impact on the lives and
teaching award eligibility, faculty emeritus status, and other
in establishing the criteria for Lecturer Range Elevation,
timelines for the evaluation of Lecturers, and play a key role
the presidents, for example, regarding the criteria and
case. Campus senates make policy recommendations to

While the proceedings of campus senates might seem
distant from the working lives of Lecturers, this is not the
relationship between CFA activism and the employment
insecurity felt by many Lecturers. The more active one
becomes, the more secure one feels.

Academic Senates and Lecturers

The Academic Senate on each campus deals primarily
with academic policy issues, whereas CFA negotiates with
the CSU administration over salary and other terms and
conditions of employment. Each campus has a constitution
that stipulates how and how many departmental, college,
and at-large faculty members are elected to the senate.

The constitution also defines the “faculty” members eligible
to run for senate. Campus constitutions vary greatly in
this regard. Some extend senate service eligibility only to
full-time Lecturers, while others are inclusive of part-time
Lecturers.

On some campuses there are designated Lecturer seats. At
San Francisco State, for example, Lecturers in each
college and the library elect their own Lecturer senate
representatives. At other campuses, such as San José State
University, there are no restrictions on Lecturers running
for senate positions. Given that Lecturers significantly
outnumber tenured and tenure-track faculty on most
campuses and teach at least 50% of CSU courses, these
imbalance calls for attention and rectification. (See the
CSU Instructional Faculty charts in Part 1: The Work
Environment.)

While the proceedings of campus senates might seem
distant from the working lives of Lecturers, this is not the
case. Campus senates make policy recommendations to
the presidents, for example, regarding the criteria and
timelines for the evaluation of Lecturers, and play a key role
in establishing the criteria for Lecturer Range Elevation,
teaching award eligibility, faculty emeritus status, and other
important policies that have direct impact on the lives and
working conditions of CSU Lecturers.

If senates develop and recommend to the presidents policies
that fall within the scope of collective bargaining, the
implementation of those policies is subject to negotiation
with CFA. The more inclusive senates are of Lecturers, the
greater the likelihood of campuses developing policies that
protect and strengthen (rather than violate) the contractual
rights of Lecturers.

Overcoming senate resistance to including Lecturers might
seem formidable, but it is a worthwhile effort that has
borne fruit on campuses where Lecturers have organized
and appealed to their senates for increased participation
and representation. For this reason, through the initiative
of the statewide Lecturers’ Council, CFA has established a
Subcommittee on Lecturer Evaluation and a Subcommittee
on Governance, chaired by and composed of Lecturer
activists.

In 2005, the statewide CSU Statewide Academic Senate
(ASCSU) passed resolution AS-2674-04/FA in support
of Lecturer membership on campus academic senates.
Additionally, ASCSU passed resolutions urging campuses
to include non-tenure-track faculty in policies concerning
eligibility for emeritus status (AS-3157-13/FA), Research,
Scholarship and Creative Activity (RSCA) funding (AS-3173-14/FA), protections against deleterious impacts upon non-tenure-track faculty related to their participation in shared governance activities (AS-2931-09/FA), and for inclusion of non-tenure-track faculty in shared governance (AS-3199-14/FA (Rev)). Full texts of these documents are available at www.calstate.edu/AcadSen/

These resolutions, taken as a whole, point toward the recognition of the value of all faculty unit employees including non-tenure-track Lecturers, Coaches, Counselors and Librarians in the life of the institution, and lead toward a recommendation for the inclusion of these categories under the campus definition of ‘faculty members.’

Additionally, such a definition conforms to the current Collective Bargaining Agreement definition of the term “Faculty Employees” (Article 2.13). Furthermore, the January, 2013 AAUP policy document on “The Inclusion in Governance of Faculty Members Holding Contingent Appointments” refers to the 1970 Interpretive Comment on the 1940 “Statement of Principles on Academic Freedom and Tenure,” asserting that “both the protection of academic freedom and the requirements of academic responsibility apply not only to the full-time probationary and the tenured teacher, but also to all others, such as part-time faculty” (www.aaup.org/report/governance-inclusion), and recommends shared governance opportunities for those off the tenure track in order to achieve the desired goal of increased “equity among academic colleagues.”

Inclusion and involvement of Lecturers in shared governance need not begin and end with campus senate representation. On some campuses, Lecturers are eligible to serve on university, college, and department committees. Plainly, what shared governance structures do to form campus policy affects every Lecturer’s work—especially in the areas of curriculum, educational policies, budget, and faculty affairs.

**CFA’s Affiliation with AAUP**

The American Association of University Professors (AAUP), with which CFA is affiliated, calls on academic senates to extend the right to representation in shared governance to all faculty members, whether contingent or tenure track.

CFA has been affiliated with the AAUP since the mid 1970s, when CFA was the “Congress of Faculty Associations” and had not yet been certified by the state’s Public Employment Relations Board (PERB) as the exclusive bargaining agent for the CSU faculty.

This affiliation with AAUP has been crucial to the development and performance of CFA’s mission, in the spheres of collective bargaining, legislative action, and organizing. For over 90 years, in both the public and private sectors, the AAUP has advocated for the rights of all faculty and other academic professionals, as well as for the rights of the people to an education that contributes to the common good.

<table>
<thead>
<tr>
<th>Campus</th>
<th>Dedicated Lecturer Seats (# of Seats)</th>
<th>Non-dedicated seats open to full-time Lecturers</th>
<th>Non-dedicated seats open to some or all part-time Lecturers</th>
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<td>East Bay</td>
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<td>Northridge</td>
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<td>San Marcos</td>
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<tr>
<td>Sonoma</td>
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<tr>
<td>Stanislaus</td>
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<tr>
<td><strong>Totals</strong></td>
<td><strong>17 campuses</strong></td>
<td><strong>15 campuses</strong></td>
<td><strong>7 campuses</strong></td>
</tr>
</tbody>
</table>

**CSU Campuses with Academic Senate seats dedicated or open to Lecturers as of Summer 2018**
The AAUP’s work includes providing assistance and advice to faculty and administrators; lobbying Congress and state legislatures; filing amicus briefs before federal and state courts; and supporting collective bargaining. The Association’s 1940 Statement of Principles of Academic Freedom and Tenure is fundamental to the American professorate in general and has been widely endorsed by the academic community. The AAUP helps enforce these principles by, after thorough investigation and reporting, censuring the institutions that violate them.

The AAUP has been a leader in the effort to improve the working conditions of contingent faculty. Most significantly, it has contributed to this effort in the following ways:

1. Providing data. In 2006 it released the AAUP Contingent Faculty Index, which reports on the national distribution of faculty with and without tenure, including graduate student employees. (See www.aaup.org/AAUP/pubsres/research/conind2006.htm)

2. Recommending regulation dealing with contingent appointments. In 2006, the AAUP adopted as policy a new recommended regulation dealing with contingent faculty appointments, which was added as Regulation 13 to its statement on Recommended Institutional Regulations on Academic Freedom and Tenure. (See www.aaup.org/report/recommended-institutional-regulations-academic-freedom-and-tenure)

3. Adopting policy on job security and due process for contingent faculty. The 2003 AAUP policy statement, Contingent Appointments and the Academic Profession, is a visionary and pragmatic guide to stabilizing the profession, with recommendations that could be considered a “bill of rights” for contingent faculty. It was followed in 2010 by another groundbreaking report on Tenure and Teaching-Intensive Appointments. (See www.aaup.org/report/tenure-and-teaching-intensive-appointments)

4. Establishing a special committee. The Committee on Contingency and the Profession studies issues relating to contingent faculty, works to improve their conditions, and promotes their appointment into the tenure track. This committee also participates in coalitions that advocate on behalf of contingent faculty, such as the international grassroots Coalition of Contingent Academic Labor (COCAL). In 2011, the Committee on Contingency and the Profession and the Committee on Governance jointly drafted a report entitled Inclusion in Governance of Faculty Members Holding Contingent Appointments. (See www.aaup.org/report/governance-inclusion)

In preparation for its hundredth anniversary in 2015, the AAUP launched a One Faculty Campaign, whose aim is to provide core principles, guidance, and tools for organizing around the goals of economic security and academic freedom for all faculty reaffirmed in the Association’s Centennial Declaration.

Other Organizations Supporting Contingent Faculty

Campaign for the Future of Higher Education (CFHE)

The Campaign for the Future of Higher Education, of which CFA is one of the key founders, is a grassroots, national campaign of faculty organizations from 21 states. The campaign was initiated in Los Angeles, California on January 21, 2011, to address the growing crisis in higher education.

Its purpose is to support affordable quality higher education and to reframe the current debate on how quality higher education is essential to our economic standing in this global economy and to our democracy. The campaign is organized around seven core principles that provide a framework for developing and assessing proposals for the innovation and restructuring of higher education. See the principles at www.futureofhighered.org/post/principles

The Center for the Future of Higher Education, which is part of the campaign, is an advocacy think tank where academics address current issues around public policy and practices in higher education, both nationally and internationally. The work of the center is based around the Seven Principles for Quality Higher Education and includes studies and commentary on higher education from faculty, students, parents and alumni, not just administrators, politicians and foundation leaders.

A report released by the center entitled Who is Professor ‘Staff’ and how can this person teach so many classes? addresses contingency in higher education. Steve Street, Maria Maisto, Esther Merves of the New Faculty Majority and Gary Rhoades, Director of the Center for the Future of Higher Education, base their report on a survey about the hiring conditions experienced by 500 contingent faculty in colleges and universities nationwide. They detail the ways in which a ‘just-in-time’ business strategy commonly used to hire contingent faculty at the last minute negatively affects student learning conditions in higher education. View the report at www.futureofhighered.org/article/who-professor-staff-and-how-can-person-teach-so-many-classes

CSU faculty—both Lecturer faculty and tenure-line faculty—have been part of the Campaign for the Future of Higher Education’s national meetings and CFHE’s work in support of quality higher education and our profession. If you would like to be part of CFA’s organizing work with CFHE or our affiliates, American Association for University Professors...
(AAUP), National Education Association (NEA)/California Teachers Association (CTA), and Service Employees International (SEIU), please contact your campus CFA chapter at www.calfac.org/campus-cfa-chapters or the CFA statewide officers representing Lecturer faculty at www.calfac.org/lecturers-council

To join or contact the Campaign for the Future of Higher Education go to www.futureofhighered.org

**Coalition of Contingent Academic Labor (COCAL)**

The international grassroots Coalition of Contingent Academic Labor (COCAL) is comprised of "adjunct" faculty from across the U.S., Canada, and Mexico and organizes a biannual conference. COCAL X took place in summer 2012 at the Autónoma de México (UNAM) in Mexico City. The 2014 conference was at John Jay College in New York, while the 2016 conference took place in Edmonton, Canada. COCAL XIII took place in San José, California in August 2018. CFA Lecturer activists participate as delegates to the conferences and serve as members of the COCAL International Advisory Committee, including Jonathan Karpf (San José State), Meghan O’Donnell (CSU Monterey Bay), and Judy Olson (Cal State Los Angeles).

COCAL maintains an active listserv with notices and discussion focused on contingent faculty and our profession. To subscribe to the COCAL listserv, also known as ADJ-L, go to adj-l.org/mailman/listinfo/adj-l

See the COCAL web site at cocalinternational.org

**New Faculty Majority**

New Faculty Majority (NFM) is a national coalition dedicated to improving the quality of higher education by supporting professional equity and academic freedom for all faculty. Supporting the work of the coalition is the New Faculty Majority Foundation. The Foundation’s mission is "to educate the public about the impact of the contingent faculty crisis on educational quality and the public good and to mobilize a broad coalition of constituencies to support ethical reform."

The NFM is both a research and advocacy coalition and has initiated and participated in a number of important projects including the Delphi Project on the Changing Faculty and Student Success and, in collaboration with the Campaign for the Future of Higher Education, a national survey of hiring practices and the resulting report, *Who is Professor ‘Staff’ and how can this person teach so many classes?*

Contingent and tenure-line faculty across the country have joined the NFM, and several members of the CFA Lecturers Council have been involved in the leadership and work of the NFM, in particular Judy Olson (Cal State Los Angeles) who is Chair of the NFM board. To join NFM or get more information on contingent faculty issues and the work of the coalition go to newfacultymajority.info/equity

**SEIU Faculty Forward**

SEIU Faculty Forward is a project of the Service Employees International Union (SEIU), and home to over 22,000 unionized adjuncts who have won improvements in pay, job security, evaluation processes, and access to retirement benefits. Faculty Forward is also a campaign that unites adjunct professors at campuses across the country to address the crisis in higher education and the troubling trend toward a marginalized teaching faculty that endangers our profession.

CFA Lecturer activists have helped and continue to help on a number of SEIU campaigns to unionize adjunct faculty at private and religious colleges and universities in California, and Washington State as well as the University of Minnesota. This campaign has organized adjuncts at more than 58 institutions of higher education across the country.

See it on the web at seiufacultyforward.org
8. TOWARD BETTER CONDITIONS FOR TEACHING & LEARNING

CFA Resolution: Professional Work Environment for Lecturers

In the interest of fairness and quality of teaching, the California Faculty Association specifies the following as minimum standard features of the working environment that should be provided to all Lecturer faculty:

1. 24-hour access to adequate office with:
   - Telephone with voicemail
   - Reasonable file and shelf space
   - At least one up-to-date networked computer with all software necessary to carry out expected tasks for each full-time equivalent faculty position assigned to that department

2. The right to hold private office hours

3. Equal access to mailboxes, support services, copying facilities and/or accounts

4. A reliable email account with provision for email forwarding in the event of breaks in service or separation from the university

5. Inclusion in all appropriate campus directories and schedules

6. Timely provision of a university picture ID for access to campus facilities and services;

7. Equal access to library facilities and services, including lending, and to other information resources as are provided to permanent faculty

8. Equal access to parking, fee waivers, and other campus facilities, services and benefits;

9. Notification of and eligibility for campus faculty development programs and activities, including reasonable assistance with conference registration fees and travel expenses

10. Receipt of faculty, department and university memos, newsletters, announcements, and other relevant communications

11. Fees and costs prorated by time base, when appropriate

Guidelines for Good Practices

The following list of good practices with respect to part-time faculty appointments was produced at a September 1997 conference involving representatives from eight disciplinary associations—American Historical Association, American Mathematical Society, American Philosophical Association, American Political Science Association, American Sociological Association, Modern Language Association, National Council of Teachers of English, Organization of American Historians—as well as the American Association of University Professors and the Community College Humanities Association.

These guidelines, and the full report of which they are a part, have been forwarded to the governing bodies of the participating associations for endorsement.

1. Selection and hiring based on clear criteria with standards commensurate to the assignment and the institution's mission.

2. Active recruitment and selection of the best available candidates, and efforts to maximize the employment of individual part-time faculty members, rather than fragmenting assignments to employ more individuals.

3. Assurance that part-time faculty will be considered fairly for tenure-track opportunities for which they are qualified.

4. Long-term planning whenever possible, to provide for extended terms of appointment consistent with institutional needs, thereby also providing sufficient job security to encourage and support continuing involvement with students and colleagues.

5. Careful consideration of institutional missions, needs, and practices, which vary widely. There is no single fixed ratio of full- to part-time faculty suited to all circumstances. Accordingly, the faculty and administration of each institution should systematically review the institution's practices regarding part-time faculty with respect to the institution's particular circumstances to ensure that employment of part-time faculty is based on educational goals, not simply economic interests.

6. Provision with each appointment of a clear contractual statement of expectations and assignments, including
in-class teaching and such other responsibilities as course preparation, student advisement, and service.

7. Sufficient notice of appointment or reappointment to enable adequate course preparation.

8. Provision of orientation, mentoring, and professional support and development opportunities (including campus grant programs, access to sabbatical opportunities, support for travel for research, and support to present one's work at professional conferences).

9. Provision of appropriate working conditions essential to perform their assigned responsibilities, ranging from office space, supplies, support services, equipment (for example, telephone and computer access), parking permits, library access, after-hours access to buildings, email accounts, and the like.

10. Equitable provision of salary based on a standard salary policy that remunerates for commensurate qualifications and is indexed to full-time faculty salaries (aiming for pro rata compensation), rather than per-course-hour rates.

11. Access to fringe benefits (especially health and life insurance, sick leave, and retirement plans).

12. Opportunity for professional advancement, including merit increases and promotion.

13. Regular evaluation based on established criteria consistent with their responsibilities.

14. An opportunity for appeal or grievance in the event of allegedly substantial violations of procedure, discrimination, or denial of academic freedom.

15. Integration in collegial processes (including governance) related to contractual responsibilities for teaching and curricular planning.

16. Access to all regular departmental communication.

17. In bargaining the terms and conditions of CSU Lecturer employment, it is evident that CFA shares the professional ethics reflected by these guidelines. Nationally, CFA is regarded as an exemplary union with respect to its advocacy and accomplishments on behalf of contingent faculty.
9. CFA MEMBERSHIP

As a Lecturer in the CSU, you are a member of bargaining Unit 3 and thus enjoy the benefits, including appointment, faculty status rights, and grievance representation, that are contained in the Collective Bargaining Agreement (CBA) negotiated by the California Faculty Association. To cover the costs of this representation, each CFA member pays union dues of 1.35% of the gross CSU Unit 3 salary.

There is an additional voluntary political action contribution (PAC) of $10 per month ($5 for gross monthly salary under $2000) to support the electoral activity of the union. This voluntary PAC is crucially important since the Governor and State Legislature not only decide on funding levels for the CSU, but also pass bills that benefit our members.

Benefits of Membership

CFA members are eligible for an additional range of benefits. These include free $1 million professional liability insurance, something very difficult to obtain on one's own; various financial services; life and disability insurance; and other insurance services. As a member, you also receive free membership in CFA's affiliate organizations:

- American Association of University Professors (AAUP) *(Membership available on request)*
- California Teachers Association (CTA)
- National Education Association (NEA)
- Service Employees International Union (SEIU)

For a full list of member benefits please visit the CFA website at calfac.org/cfa-member-benefits

Lecturer faculty are an important part of CFA and have played a significant role in contract campaigns. Yet, Lecturers are still under-represented in CFA membership. Statewide, approximately 70% of Lecturers teaching six or more units are union members; a lower percentage of Lecturers teaching below six units are CFA members.

Other contingent faculty in higher education—many teaching with no access to union representation—look to the Contract as a model of what can be accomplished.

Lecturers in the CSU are fortunate to have the opportunity to be part of a strong union that gives us the power to protect our profession and the future of higher education. Yet, much remains to be done and we need you as a member.

More good reasons to join CFA:

- CFA is a member-run organization that offers opportunities to chart the future of the CSU.
- A strong membership in terms of numbers enhances CFA’s power at the bargaining table.
- CFA stands up equally for all members: Tenured, Tenure-track, Lecturers, Coaches, Librarians, and Counselors.
- CFA members work effectively toward legislative action that supports the mission of the CSU to provide access to excellent public higher education.
- No other "adjunct" faculty have the same subsidized medical, dental, optical, life, and disability insurance as full-time, tenured full professors by only teaching 40% of full time.
- No other "adjunct" faculty have access to a defined benefit pension with life-long medical and dental coverage by teaching half time for three consecutive semesters or four consecutive quarters.
- Very few "adjunct" faculty have the structural job security of a three-year appointment by simply teaching satisfactorily for one semester or two quarters in six consecutive academic years in the same department.
- By becoming a member, you will be able to participate in CFA elections, including contract-ratification votes.
- CFA takes a strong stand against attacks on academic freedom and supports increasing the number of tenure-track positions while protecting Lecturer job security.

All of these gains were hard fought and won by Lecturers and tenure-line allies sticking together and not letting CSU management divide us.

To become a CFA member, fill out the membership application form on the next page, or go to the CFA website at www.calfac.org/join-cfa
ACTIVE MEMBERSHIP APPLICATION

YOU CAN JOIN ONLINE AT
http://www.calfac.org/membership
or you can fax, scan & email, or postal mail this form

Last Name (please print) _________________________________________________________

First Name ________________________________ Middle Name _______________________

Last Four Digits of Social Security Number   XXX-XX-___ ___

CSU Campus ________________________  Department _______________________________

Home Mailing Address __________________________________________________________

City ___________________________________State _______ Zip _____________________

Email Addresses

(home) __________________________________________________________

(work) __________________________________________________________

Phone Numbers

(mobile)_________________ (home)_________________ (work)_________________

All Active and Associate CFA members will receive memberships in the California Teachers Association /National Education Association (CTA/NEA), and the Service Employees International Union (SEIU) at no additional cost. Membership in the American Association of University Professors (AAUP) may be available upon request.

Please enroll me as a member of CFA. I hereby authorize the State Controller to deduct from my pay warrant and transmit, as designated, an amount for CFA membership dues and any benefit program for which I have applied and which is sponsored by CFA. The authorization will remain in effect until I send a written notification to CFA.

Signature ___________________________________________ Date __________________

Current Active dues are 1.35% of gross CSU salary. Minimum monthly dues are $10, if gross income is below $2,000. Reduced dues are available upon request for NEA life or CTA/NEA members in another California chapter. Voluntary CFA- PAC and/or CFA Political Issues Committee contributions are $5/$10 per month, depending on income. Dues payments and contributions to CFA-PAC and/or CFA Political Issues Committee are not deductible as charitable contributions for federal income tax purposes. Dues payments may be deductible as miscellaneous itemized deductions.
10. THE CFA LECTURERS’ COUNCIL

As a Lecturer in the CSU, you are entitled to the same representation from the California Faculty Association as any other faculty member. You also can draw on the campus CFA Lecturer Representative and the statewide CFA Lecturers’ Council, as well as the resources of your campus CFA office, for information and support.

For a list of the CFA campus Lecturer Representatives, go to www.calfac.org/lecturers-council-representatives

Most campuses also have contact information for alternate campus Lecturer activists in the event the elected representative is not available.

This Lecturers’ Handbook was written by members of the Lecturers’ Council to provide you with background on Lecturers in the CSU and an overview of the job security, benefits, and improvements in salary and working conditions that have been accomplished during 30 years of CFA bargaining and representation.

Lecturers in the CSU have the best contractual protections and, on average, the highest salaries of any contingent faculty in the country.

This “best practice” didn’t just happen by chance. It happened because of a lot of faculty organizing and involvement in union activity.

Prior to 1983, there were a number of faculty associations and unions, including one, UPC (United Professors of California), which welcomed Lecturer participation and created an opportunity for the first statewide Lecturer organizing.

In the early 1980s, the California Public Employment Relations Board, after determining that tenure-line faculty and Lecturer faculty have a “community of interests,” placed all faculty in the same bargaining unit, a decision which created the potential for a much stronger union.

In 1983, CFA won the election to become the exclusive bargaining agent, and from the beginning there was a duly constituted statewide Lecturers’ Council (see Bylaws Provisions in Appendix A of this Handbook).

Initially, progress on Lecturer issues was slow. However, in recent years CFA has had a series of statewide presidents who understood Lecturer issues and believed that CFA should put resources into Lecturer organizing in order to build a stronger union that can protect everyone in the bargaining unit and help build the future of the CSU system.

California’s agency fee legislation had required all faculty, even those who did not actually join CFA, to pay their fair share of representation costs. Agency fees increased the available resources, some of which were put to good use for the rights of Lecturers. In June 2018, a U.S. Supreme Court decision ignored 40 years of precedent and overturned the 1978 Abood decision that established Fair Share/Agency Fee, allowing free riders to receive the benefits of representation and bargaining without sharing in the costs.

To defend all of the benefits and rights CFA has bargained for Lecturers, it is vitally important for all Lecturers to become active members of CFA.

The Lecturers’ Council has monthly statewide conference calls and Lecturer meetings two to four times a year so that we can learn from one another, share problems and solutions, and, most importantly, build a network to support each other as colleagues.

We have established sub-committees on key issues for Lecturers such as evaluation, the Contract and conversion, and faculty governance. Recognizing the key role of the Lecturers’ Council, in 2008 the CFA Board of Directors recommended—and the CFA Assembly voted unanimously—to increase the number of Lecturer Associate Vice Presidents to two. Consequently, at present, two of the 10 statewide CFA officers are Lecturers.

We increased the number of Lecturers on the CFA Bargaining Team and on other CFA committees. Lecturers also became more involved in political action. After 10 years of dedicated work, our lobbying efforts helped CFA to get a law passed that expanded Lecturer health benefits eligibility.

The Lecturers’ Council uses expertise from within CFA and labor leaders outside CFA to train Lecturers in organizing techniques and faculty rights. We work together to develop strategies to increase Lecturer activism on the campuses and to keep Lecturers better informed about their rights.

We have invited contingent faculty from other parts of the country, Mexico, and Canada to speak at our meetings.

We encourage CFA Lecturer leaders to become involved with organizations outside CFA such as the Coalition of Contingent Academic Labor, the New Faculty Majority, and our affiliates, the National Education Association/California Teachers Association, American Association of University Professors and Service Employees International Union, as well as the labor councils across the state.

The efforts of the Lecturers’ Council, within CFA and with contingent faculty from other systems, have one goal—
increasing activism in order to build the power to better represent Lecturer faculty.

Whereas in earlier days we might have had six Lecturers at a statewide meeting, we now have as many as 75 Lecturers from all 23 of the CSU campuses.

The slogan in a prior contract campaign and strike vote was “Unite to Win,” and Lecturers were a big part of the unified faculty that successfully bargained a contract that is good for everyone in the bargaining unit.

However, a good contract is not enough. Lecturers in the CSU still have a precarious employment situation, and the difficulties they face in their own professional life are part of a crisis throughout higher education. In its report on Contingent Appointments and the Academic Profession, the AAUP emphasizes that the nationwide trend of increasing the proportion of non-tenure-track faculty erodes the profession as a whole. The report considers this erosion in terms of its effects on tenure-track and non-tenure-track faculty.

For non-tenure-track faculty, the key problems are lack of recognition and equity (not only economic, but also in terms of respect and status), loss of “integrity of faculty work,” diminished academic freedom, and lack of opportunities for professional development and involvement in faculty governance. In short, non-tenure-track faculty are routinely denied full citizenship in the academy. See www.aaup.org/report/contingent-appointments-and-academic-profession

Lecturers in the CSU experience these problems to varying degrees, but on many campuses have worked to establish broader and more integrated roles for Lecturers. Lecturers’ citizenship in the university has been recognized by many campuses that have designated Lecturer senate seats. The Statewide Academic Senate has also passed a resolution supporting Lecturer senate seats.

The significance of these gains should not be underestimated. On the campuses which have Lecturer senate seats, we have a voice in policy decisions that affect us on a number of levels. On several campus senates there have been and are currently senate chairs who are Lecturers. In the CSU, campus senates have primary responsibility for educational policy and for setting policies regarding evaluation procedures and timelines, all key issues for Lecturers. Campus senates are also where issues affecting the work and well-being of the university are aired and discussed.

Participating in faculty governance gives Lecturers more prominence as university citizens who ought to be treated with dignity and respect.

Restoring the link between classroom instruction and the university as a community helps to restore the “integrity of faculty work.” Serving in faculty governance is an opportunity to benefit all Lecturers on your campus, and to gain a greater sense of membership in the campus community. If your campus has designated or at-large Lecturer seats on the senate, or permits Lecturers to serve on university, college, or department committees, consider running. If your campus does not recognize Lecturer citizenship, consider lobbying to amend the faculty constitution.

The Lecturers on the CFA Lecturers’ Council recognize that they are not just union members but also members of an academic community. The Lecturers’ Council has worked hard to improve the professional lives of Lecturer faculty, but much more needs to be done.

Contact your Lecturer Representative at www.calfac.org/lecturers-council and join with us in building the power not only to protect your working conditions but also to lobby for the policies and public funding needed to protect public higher education.

CFA’S PRINCIPLES OF ANTI-RACISM AND SOCIAL JUSTICE TRANSFORMATION

- We are a strong social justice organization, but we can be even stronger.
- We intentionally center Anti-Racism as part of our mission.
- We acknowledge that even WE in CFA are part of the problem of racism.
- We acknowledge that WE can be part of the solution by being intentionally committed to addressing it.
- We engage in courageous conversations about racism and discrimination, in order to transform our union.
- We adopt changes in organizational values, policies and practices consistent with principles of anti-racism and social justice.
- We become a more inclusive Union by focusing on adopting and adapting the principles of anti-racism, social justice, and equity to our union and employment work.
11. ANTI-RACISM AND SOCIAL JUSTICE TRANSFORMATION OF CFA

In Fall 2015, the California Faculty Association Board of Directors and the CFA Assembly passed a resolution “that the CFA leadership commence a program to develop a comprehensive approach towards anti-racism and social justice transformation that will address institutionalized racism in our union and move CFA towards its transformation.”

Over the next two years, CFA leaders and activists participated in the transformation of the union through trainings and conversations about systemic racism and the impact these beliefs have on CFA’s organizational values, policies, and practices.

As an integral part of this training, CFA centered anti-racism and social justice as part of its union mission. We developed a set of anti-racist and social justice principles that provide a framework to acknowledge racism in our union work and teaching environments.

Our principles also provide the tools to eradicate this unwanted behavior and set forth norms in order to exist as a racially just union. Go to www.calfac.org/pod/guiding-principles to learn more about them.

The 10th Principle that addresses “fairness and justice” in faculty working conditions amplifies the concerns that affect most Lecturers in the CSU. Lecturer working conditions and the conflicts that arise are oftentimes connected to racial and civil rights issues such as pay inequities, glass ceilings, cultural taxation, gender biases, and racial discrimination. Often, people of color and native people (POC/N) are hired as Lecturers within the CSU. CFA supports POC/N faculty on our campuses and in our union, and it is with this additional awareness that we move forward in adapting changes in our values and practices to make a stronger, more inclusive union.

As part of our anti-racism and social justice work, CFA launched Radio Free CSU, the official podcast of CFA. The initial 10-part series, “Stronger Together,” discusses the 10 principles behind our anti-racism social justice work and how chapter campuses are using these principles to transform the academic and service work they do.

Tune in to Radio Free CSU at www.calfac.org/radio-free-csu or soundcloud.com/cfa-media

Another resource is the "Journey into Change" Workshop developed by the CFA Council for Affirmative Action, launched in December 2012. This workshop provides facilitated discussion around recognizing unconscious biases, how they manifest in the workplace using the example of a hiring scenario, and changing biased behavior with awareness.

The CFA-CAA Unconscious Bias Workshop Mission Statement states,

“Our goal is to create a workshop that can be used at every CSU campus to help faculty become aware of their own unconscious biases and preferences and through that awareness, to transform the way hiring, evaluation and retention are done.”

Across the 23 CSU campuses, faculty (as well as administrators) have participated in these workshops uncovering their own unconscious biases, leading them to make better decisions on hiring/search committees, on RTP committees, and in Range Elevation decisions. These decisions help transform faculty work environments, helping to end discrimination, hostility, and unconscious preferences.

CFA is currently in the process of developing an anti-racism workshop to train new leaders in the union on anti-racism and social justice issues. These workshops will be available on all 23 campuses. For more information about the CAA go to www.calfac.org/council-affirmative-action

- We practice anti-racism and non-discrimination behavior with one another and others, including our students and colleagues, in order to become more socially just beings and to ensure a stronger and more inclusive union.
- We ensure that this transformation is sustainable and the philosophy upon which it is based is continually offered to new and emerging leaders in our union and on our campuses.
- Fairness and Justice should be faculty working conditions!
APPENDIX A: CFA BYLAWS PROVISIONS

(1) CFA MISSION AND STATEMENT OF PURPOSE

Article II of the CFA bylaws (as amended in 2017) specifies the union’s purposes: The CFA is established to strengthen the cause of higher education for the public good; to promote and maintain the standards and ideals of the profession; to provide a democratic voice for employees in higher education; to provide legislative advocacy; and to maintain collective bargaining agreements covering salaries, working conditions, and other items and conditions of employment. The Association shall seek:

a. To obtain explicit guarantees of academic freedom, tenure, and academic due process;

b. To create orderly and clear procedures for prompt consideration of problems and grievances;

c. To promote and protect the professional and economic interests of CFA and all bargaining unit members;

d. To promote unity among employees and thereby enhance the effectiveness of the CFA in representing these employees; and

e. To promote racial and social justice and thereby challenge systems of racial oppression and social inequity.

(2) LECTURER REPRESENTATION & ROLE IN CFA GOVERNANCE

The following excerpts from the CFA bylaws pertain to lecturer representation within the governance structure of CFA.

From Article VI, “The Assembly”:

SECTION 3. b. Chapter Lecturer Representatives.

1) One (1) lecturer representative of each chapter’s lecturer membership shall be a member of the Assembly.

2) Lecturer representatives shall be members of local chapter boards.

3) Elections. Chapter lecturer representatives shall be elected for a two-year term of office during chapter elections.

4) Only lecturers may serve as alternates for chapter lecturer representatives.

From Article VII, “Board of Directors”:

SECTION 3. Membership. The Board shall be composed of: the Officers of CFA (the President, the Vice President, the six (6) Associate Vice Presidents, the Secretary, and the Treasurer); the Immediate Past President; the chairs of the Contract Development and Bargaining Strategy, Membership and Organizing, Political Action and Legislative, Representation, and Retired Faculty Committees; the chair of the Bargaining Team, four (4) representatives of the chapter presidents; four (4) representatives of the lecturers; four (4) representatives from the Council for Affirmative Action; one (1) counselor; one (1) librarian; and one (1) representative of the California Higher Education Staff Union who will not participate in executive sessions where personnel decisions are under consideration...

d. Representatives of Lecturers. The Associate Vice Presidents Lecturers North and South, plus four (4) representatives of the Lecturers, shall be elected by the Council of Lecturers during the Assembly at which the election of the Officers is held. To be eligible, the candidates must be incumbent Lecturer representatives to the Assembly or Lecturer representatives-elect at the time of the election. The representatives shall serve a two-year term or serve until the representative ceases to be a Lecturer representative to the Assembly. The CFA President shall appoint a replacement, with advice and consultation from the Lecturers’ Council. The appointment shall be subject to approval of the Board of Directors.

From Article VIII, “Officers and Duties”:

SECTION 1. Officers. The Officers of CFA shall be President; Vice President; six (-6) Associate Vice Presidents (North, South; Lecturers-North, Lecturers-South; Affirmative Action-North, Affirmative Action-South); Secretary; and Treasurer.

SECTION 11. Duties of the Associate Vice-Presidents—Lecturers, North and South. The Associate Vice Presidents—Lecturers, North and South shall perform such customary duties as:

a. Serving as a liaison to constituent lecturer representatives, North and South, respectively, including consulting with members of the Council of Lecturers prior to Board meetings and reporting to them after Board meetings;

b. Serving as co-chairs of the Council of Lecturers; and,

c. Performing such other duties as are assigned by the President, the Board of Directors, the Council of Lecturers, or the Assembly.


SECTION 1. The Bargaining Team is responsible for conducting all collective bargaining negotiations on behalf of CFA with the Trustees of the CSU. The team shall report to the CFA Board of Directors and the Chapter Presidents Council and shall consult with the Contract Development and Bargaining Strategy Committee in developing contract campaign strategy.

SECTION 2. Membership. The Bargaining Team shall consist of no fewer than six (6) appointed members plus the President, ex officio. There shall be at least four (4) tenure-track appointments and at least two (2) lecturer appointments.

SECTION 3. Appointment. An announcement inviting applications and nominations for the Bargaining Team shall be made by the President. Members of the Bargaining Team shall be appointed by the President, subject to the advice and consent of the Board of Directors in consultation with the Chapter Presidents Council, the Council of Lecturers, and the Council for Affirmative Action. The members of the Board of Directors shall be informed of the Presi-
dent’s recommendations prior to the meeting at which the slate of candidates is to be approved.

SECTION 4. Term of Service. Bargaining Team members shall serve from the time of their appointment until the bargaining cycle has been completed.

SECTION 5. Removal and Resignation. In the event a member of the Bargaining Team is unable or unwilling to carry out the required duties of a team member, the team member may resign or may be removed for cause. Removal for cause shall be by a majority vote of the CFA Board of Directors upon recommendation of a majority of the remaining team members. Replacement of a Bargaining Team member who resigns or is removed shall be made using the same procedure used to make the original appointments.

Article XI, “Council of Lecturers”:

SECTION 1. Membership. The Council of Lecturers shall be composed of the Chapter Lecturer representatives to the Assembly.

SECTION 2. Meetings. The Council of Lecturers shall meet at least two (2) times per year in conjunction with the Assembly. In addition, two (2) meetings may be staggered between Assembly meetings with expenses split evenly between the Chapters and CFA. Other meetings at Chapter expense may be called by a majority of the Council of Lecturers. The Council of Lecturers shall be co-chaired by the Associate Vice Presidents—Lecturers, North and South. 

SECTION 3. Purpose. The Council of Lecturers shall serve as a forum for communication among lecturers and as an advisory group to the Officers, Board of Directors, and Chapter Presidents Council through the Associate Vice Presidents—Lecturers, North and South and the lecturer representatives on the Board of Directors. Additionally, the Council of Lecturers shall make recommendations to the Lecturers on the Contract Development and Bargaining Strategy Committee.

SECTION 4. Members on the Board of Directors. Four (4) members of the Council of Lecturers shall be elected by the Council of Lecturers to serve on the Board of Directors.


From Article XIII, “ Committees”:

SECTION 4. Lecturer Membership. The following Committees shall include at least one (1) Lecturer in their membership: Communications, Contract Development and Bargaining Strategy, Finance, Health and Retirement Benefits, Membership and Organizing, Peace and Justice, Personnel, and Political Action and Legislative, and Representation. The President and the Board of Directors shall strive to include Lecturers on all other committees and groups.


a. The Committee shall be composed of the Chair of the Committee; the six (6) Associate Vice Presidents; four (4) Chapter Presidents who are not members of the Board of Directors elected by the Chapter Presidents Council; two (2) Lecturers who are not members of the Board of Directors elected by the Council of Lecturers; two (2) Affirmative Action representatives who are not members of the Board of Directors elected by the Council for Affirmative Action; and one (1) member each from the Political Action and Legislative Committee, the Representation Committee, and the Membership and Organizing Committee as designated by their respective committees; and two (2) members (one tenure track and one lecturer) of the Bargaining Team show when the Team has been appointed.

Article XIV, “ Chapters”

SECTION 1. Active Status. To be granted a charter for active status, the chapter must receive approval of its proposed Constitution and/or Bylaws from the Board of Directors.

SECTION 2. Chapter Constitution and/or Bylaws.

a. A Chapter’s Constitution and/or Bylaws shall be in compliance with CFA Bylaws, Articles of Incorporation, and policy. Review for compliance shall be as specified in Article VIII, Section 9 (d).

b. Changes in a chapter’s Constitution and Bylaws must be approved by the CFA Board of Directors.

c. When a specific provision of a chapter Constitution and/or Bylaws is in conflict with the CFA Bylaws or the Articles of Incorporation, the specific provision of the chapter Constitution and/or Bylaws shall be null and void.

SECTION 3. Suspension of Active Status. A chapter whose actions are not in compliance with the CFA Bylaws and Articles of Incorporation may have its charter suspended upon recommendation of the Board of Directors and a two-thirds affirmative vote of the Assembly.

SECTION 4. Affiliation With Other Organizations. A chapter may affiliate with another organization only with the approval of the Assembly.

SECTION 5. Membership. All CFA members on a campus shall be members of that Chapter. No chapter may accept as a member a person who is not a member of CFA.

SECTION 6. Dues. Chapter dues will be subject to policies established by the Assembly.

SECTION 7. Structure. Each chapter shall form organizational structures that will enable it to perform the following functions in coordination with statewide programs and activities:

a. Engage in legislative and political action;

b. Protect faculty rights and provide grievance representation;

c. Promote membership growth;

d. Facilitate discussion of contract proposals;

e. Implement bargaining strategy at the chapter level;

f. Provide timely information to its members;

g. Provide for representation of all groups represented by the Council for Affirmative Action, any such committee or workgroup to be chaired by the chapter Council for Affirmative Action representative.

h. Carry out the explicit commitment to racial and social justice throughout the organization, including helping to ensure opportunity for and representation of historically underrepresented groups within the leadership of the Chapter Executive Board;

i. Provide for representation of the interests of retired faculty; and,

j. Implement specific chapter action and development plans

The complete CFA Bylaws are available at www.calfac.org/bylaws
APPENDIX B(1): CSU SALARY SCHEDULE FOR
‘LECTURER — ACADEMIC YEAR’

Below is the salary schedule as of October 2017 for academic year Lecturer faculty. All salary ranges are to increase on November 1, 2018 by 3.5% due to a General Salary Increase (GSI) negotiated by CFA’s Bargaining Team.

View updates to the salary schedule at www.calstate.edu/HRAdm/SalarySchedule/SalaryDocs.aspx
APPENDIX B(2):
LECTURER SALARY SCHEDULE CHART

effective 7/1/17

<table>
<thead>
<tr>
<th>per Month</th>
<th>Lecturer A</th>
<th>Lecturer B</th>
<th>Lecturer C</th>
<th>Lecturer D</th>
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<td>$4,757</td>
<td>$5,447 min</td>
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APPENDIX C: GLOSSARY

AAUP = American Association of University Professors. Known for its leadership in the academic freedom arena. Affiliate of CFA.

Academic Senate. Each campus has a senate under the Education Code, responsible for formulating certain academic policies, including criteria for retention, tenure, and promotion.

Anti-Racism. Anti-racism is the active process of identifying and eliminating racism by changing systems, organizational structures, policies, practices, and attitudes, so that power is redistributed and shared equitably.

AY = Academic Year. To determine Full-time Equivalent (FTE) Academic-Year Salary, multiply FTE monthly salary by 12.

APC = Academic Professionals of California. Represents employees in Unit 4 of the CSU.

Assembly. CFA holds two meetings annually at which the work of the organization is reviewed, and policy, strategy, goals, and objectives are discussed and adopted. Each campus CFA chapter sends a delegation.

AVP/AA = Associate Vice President for Academic Affairs. (Sometimes for Academic Personnel or Faculty Affairs) in CSU campus administrations.

Banking. Banking units means applying excess teaching units beyond what is needed for a current SSI towards the next SSI. The Contract does not require banking but some campuses do it so that excess units above the 24 or 36 units needed for an SSI are not lost.

Board of Directors. CFA’s governing body, composed of statewide elected officials and committee representatives.

CAA = CFA Council for Affirmative Action. Composed of the 23 affirmative action representatives from each of the 23 campuses. The Council for Affirmative Action is an advisory body to the CFA Board of Directors.

CalPERS = California Public Employees’ Retirement System.

CBA = Collective Bargaining Agreement. Informally referred to as the “Contract.”


CFA = California Faculty Association. Our union that represents all CSU faculty (including Lecturers), Librarians, Counselors, and Coaches.

CFHE = Campaign for the Future of Higher Education. A grass-roots national campaign of faculty organizations from 21 states that addresses the growing crisis in higher education.

COCAL = The Coalition of Contingent Academic Labor. A grassroots coalition of faculty off the tenure-line from Canada, the U.S., and Mexico. It holds an international conference every two years and currently three CFA Lecturer activists serve on the COCAL International Advisory Committee.

CSUEU = California State University Employees Union. Represents employees in Units 2, 5, 7, and 9 of the CSU. (Formerly California State Employees Association, CSEA).

CSU = California State University. A statewide system of public higher education with 23 campuses.

CTA = California Teachers Association. Represents K-14 teachers and faculty. Affiliate of CFA.

DIP = Difference-in-Pay Leave.

FERP = Faculty Early Retirement Program. For tenured faculty.

FMI = Faculty Merit Increase. FMIs were awarded in 1998, 1999 and 2000. Relatively few Lecturers received them.

FTE = Full Time Equivalent. FTE salary is the salary of a 1.0 time-base appointment. To calculate the FTE monthly salary, divide your monthly gross salary by weighted teaching units taught, and multiply by 15.

FTEF = Full-time Equivalent Faculty.

GSI = General Salary Increase. Across-the-board or cost-of-living (COLA) increase.

GTAs = Graduate Teaching Assistants. They are not in our bargaining Unit 3, but in their own Unit 11 represented by the United Auto Workers (UAW). They are graduate student employees who teach classes in their field of interest, often required as part of their course of study.

HEERA = Higher Education Employer-Employee Relations Act.

Lecturer. Term used for both full- and part-time faculty who work in the CSU on temporary appointments.
LSC = Lecturer Salary Correction. Lecturer L or Lecturer A possessing the terminal degree converted to Lecturer B with not less than 5% base salary increase. Lecturer L converted to Lecturer A (or Lecturer B consistent with the above) with not less than 5% base salary increase. Lecturer L eliminated.

Lecturers’ Council. Composed of the CFA Lecturer Representatives from each of the 23 campus CFA Chapters. The Lecturers’ Council serves as an advisory body to the Board of Directors.

MOU = Memorandum of Understanding.

NEA = National Education Association. Affiliate of CFA.

NFM = New Faculty Majority. A national coalition dedicated to improving the quality of higher education by supporting professional equity and academic freedom for all faculty.

PAF = Personnel Action File.

PERB = Public Employment Relations Board. A quasi-judicial administrative agency charged with administering the collective bargaining statutes covering employees of California’s public schools, colleges, and universities.

PPIs = Post Promotion (Salary) Increases.

Presidents' Council. Composed of the 23 campus CFA Chapter presidents. The Presidents’ Council is an advisory body to the CFA Board of Directors.

PRTB = Pre-retirement Reduction in Time Base.

PSSI = Performance-Based SSIs. (Under a past contract.)

RTP/TRP/PRT = Retention, Tenure, Promotion. Refers to the annual process on each campus during which tenure-track or tenured faculty are evaluated by their peers for retention (another probationary year), tenure (usually after six years), or promotion.

Sabbatical. A leave of absence with full or partial pay, depending on the length of the leave, to pursue research or writing activities.

Salary Ranges. Lecturer faculty) are hired in Ranges A, B, C, or D. Lecturers possessing terminal degrees appropriate for teaching in the discipline must be appointed in Range B or higher. B = Assistant Professor salary range, C = Associate Professor salary range, and D = Full Professor salary range. The lowest paid category of Lecturer L was eliminated in the 2014-2020 Contract.

SEIU = Service Employees International Union. Affiliate of CFA.

Social Justice. A society free from systems of racial and gender oppression and social inequity.

SRA = Salary Recovery Adjustment. This refers to a maximum 3% salary increase awarded to all Lecturers with three-year appointments and all tenure-line faculty in academic year 2014-2015 whose full-time base salaries are below the SSI maximum for their range. It operates functionally just like an SSI, in that it keeps the salary range minima, maxima, and SSI max fixed, but it moves the individual salary closer to the SSI max of the range.

SSI = Service Salary Increase. Awarded to Lecturers who have taught 24 semester WTUs or 36 quarter WTUs in a single department or unit since being appointed, or since receiving a previous SSI or range elevation. Eligible faculty receive SSIs only in years when they are funded. Only one SSI can be awarded per year.

Unit 3. Bargaining unit for CSU teaching faculty, Librarians, Counselors, and Coaches. CFA is the exclusive representative for Unit 3.

WTUs = Weighted Teaching Units. A system by which classes or instructional activities are weighted differently from others, to compensate for preparation time and instructional demands. These are used to calculate your time base; e.g., 15 WTUs in a semester or quarter would be a 1.0 time base and six WTUs would be a 0.4 time base (6/15 = 0.4). Your appointment letter identifies the WTUs that you have been assigned.
THE 2014-2020
LECTURERS’ HANDBOOK
IS PUBLISHED BY THE

CALIFORNIA FACULTY ASSOCIATION
1110 K STREET, SACRAMENTO, CA 95814
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916.441.4848