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Introduction

The years have brought many changes to our counseling centers. In the midst of it all, CSU counselors continue to assist innumerable students through life crises and developmental challenges, affording them the support necessary to move toward their educational goals as well as to encourage their growth as healthy individuals. As Student Affairs professionals, counselor faculty have been involved in the advancement of the educational mission of the university through organizational programming, educational outreach, consultation, and scholarly endeavors.

Many in the CSU recognize and applaud the contributions of counselor faculty. However, many centers are significantly understaffed. At some centers, counselors’ roles are being modified to fit a medical model—seeing students for “brief counseling” in the Health Center and ignoring other areas of counselor responsibilities including outreach to students and faculty on mental health issues, prevention education for students, and consultation to faculty and staff.

The variety and complexity of our responsibilities has a purpose—to support students’ mental health from as many angles as possible and to support faculty and administrators in providing a healthy and safe learning environment. In short, counselors are an integral part of the institution’s educational mission.

We must remain vigilant to the measures and decisions that are used to redefine our purpose and our rights as faculty. I am saddened by management maneuvers, such as deciding not to hire tenure-track faculty, that underestimate the importance of continuity in the counseling centers and the value to students and the entire university community of involvement and engagement by counselor faculty in all aspects of campus life and shared governance. If counselors do not continue to organize and remain active in our support of our CFA colleagues, the professional gains for which we have fought so hard will be lost.

In 2004, the CFA Counselor Committee, under the leadership of Elie Axelroth (SLO), drafted a Counselor Handbook. Many individuals—Linda Smith (San Diego), Lana Burris (Chico), Kent McLaughlin (San Jose), Rick Miller (Northridge), Ron Perry (Fresno, retired), and Rick Cantey (Long Beach, retired)—worked on that first handbook and supplied the institutional memory and organizing history.

I am grateful for their efforts; it is because of their hard work along with many others over years that counselors currently working have the rights and benefits we enjoy today. Knowing the history of counselors in the CSU is an important foundation for understanding how to strengthen our situation as faculty as we move forward as union members.

It is my hope that this handbook is useful, giving you important information and resources regarding your rights as counselor faculty in the CSU. I would encourage you to let us know what is helpful and what could be added or clarified.

I want to thank those who worked subsequent editions of this Handbook including—Jeff Tan (San Bernardino), Pamela Ashe (Long Beach), Richard Francisco (San Jose), Janet Millar (Bakersfield), Connie White-Betz (Dominguez Hills), Christina Carroll-Pavia (Fullerton), Mimi Bommerbach (Chico), Rob Clayton (San Luis Obispo), Kell Fujimoto (San Jose), Jason Conwell (CFA Staff) and many others. I also thank those who developed the CFA Lecturers’ Handbook for so graciously allowing us to draw from their materials.

In Union,
Mary Cavagnaro, CFA Counselor Representative
June 2015
Counselors and CFA: A Brief History

Higher education in this country has traditionally adhered to the concept of *in loco parentis*, assigning some level of responsibility to colleges and universities—in place of the parents—for the well being of its students. In the California State University system, as in many other universities, this led to the development of Student Health Centers, Offices of Student Life, and Counseling Services; and thus, in one form or another since the beginning of the system, professional counseling, including individual and group counseling, outreach and prevention education, and consultation have been fundamental services within the CSU system.

Initially, counselors were acknowledged as holding academic and professional backgrounds and credentials similar to those of teaching faculty. As a result, within the California State College System (as it was called at the time), counselors were regarded as general faculty, holding class and rank, tenure, benefits, privileges and salary equal to their teaching colleagues. For many years, Counseling Services evolved on a track parallel to their teaching department colleagues, developing a professional identity and taking on increasingly complex roles on campus.

In the early 1970s, the CSU Chancellor’s Office began a move to separate counselor and teaching faculty. Counselor faculty working in the division of Student Affairs were designated as Student Affairs Officers (SAOs), thus administratively separating them from their teaching colleagues. The Academic Related (AR) designation was added for counselors and others who had previously held class and rank. Originally, there were no functional differences between the old and new classification, with five ranks in the new SAO-AR and no differences in salary. Subtle differences, however, were instituted in retention, promotion, and tenure procedures.

In 1978, the legislature passed the Higher Education Employers-Employees Relations Act (HEERA) which permitted collective bargaining for many state agencies, and allowed the CSU faculty to elect a union. In the early 1980’s, CFA emerged as the bargaining representative for all CSU faculty including instructional faculty, librarians, coaches and counselors (Unit 3). However, over time, despite advice from its own attorneys that counselors belonged with teaching faculty in Unit 3, the Public Employees Relations Board (PERB) divided the system into nine bargaining units, assigning counselors to Unit 4 along with other student affairs staff, while assigning teaching faculty and librarians to Unit 3. This split from the teaching faculty began a downward trend for counseling faculty. The SAO-AR’s in the new Unit 4 became Student Service Professionals, Academically Related (SSP-AR) with new guidelines, new job descriptions, new qualifications, new criteria for reclassification (not promotion), and different benefits. A different and lower salary schedule was instituted which was the beginning of a salary gap that widened over the next 10 years.

It was a challenging time for counselors. While the level of psychopathology and intensity of student problems was on the increase, salaries were falling substantially behind teaching colleagues. In addition, universities were becoming more risk-aversive and demanded an increase in professional preparation: doctorates and state licensure became requirements, an inflexible 40-hour scheduled week was mandatory, and morale declined. Some Unit 4 cohort members resented counselors’ advanced degrees, licensure, higher salaries, and remaining faculty privileges.

This tension within Unit 4 translated into rifts within the Division of Student Affairs and further alienated counselor professionals from the rest of the institution. In addition, perceived as outsiders, counselor positions were exploited for salary savings and resigning or retiring counselor positions often were lost. The number of
counselor faculty in the system declined significantly never to rebound.

Other difficulties arose during this period, further underscoring the challenges posed by PERB’s unfortunate decision to place counselors in Unit 4. By the late 1980s, a statewide group of counselors began to explore the possibility of rejoining Unit 3. Formally called a “unit modification,” PERB maintained strict rules for such a move that involved the agreement of both units, both bargaining representatives, and of course the CSU administration.

In time, the two bargaining units and their agents agreed that the assignment of counselors to Unit 4 had been a mistake in the first place. Unfortunately, the Chancellor’s Office remained strongly opposed to reassignment. In many discussions over the ensuing years, the Chancellor’s Office raised various roadblocks. A group of counselors from campuses across the state worked for hundreds of hours to hit the ever-moving target presented by the Chancellor’s representatives: counselors were required to reach and maintain 80 percent membership in APC; counselors were required to prove their jobs to be similar in nature to professors and librarians; counselors were required to petition both unions for permission to change. And still the system’s representatives refused. Finally, in the fall of 1991, PERB announced that the CSU was ready to agree with all parties to the unit modification moving counselors from Bargaining Unit 4 to Unit 3. No increase in benefits, wages, or conditions was attached to the reassignment. Any changes would have to be bargained by CFA in the future.

Thus began the present chapter in collective bargaining history of CSU counselor faculty. With CFA’s support, the move to full parity began. Initially, the gap in salary scales was the most vexing issue. Again, a small, dedicated group of counselors undertook a nationwide study of university counseling salaries, attempting to show that California’s professional counselors were underpaid. Over time and with the strong support of teaching and librarian colleagues, counselor faculty regained many of the losses of the 1980s.

There was still some disparity between counselor and teaching faculty but with formal membership on the CFA Bargaining Team and with the support of the union, counselors were able to obtain sabbaticals during re-opener negotiations. Pay parity with large salary increases for all ranks was obtained during full contract bargaining.

It should be noted that much of the credit for the victories counselor faculty have enjoyed was due to the hard work of many people. This is by no means an exhaustive list and others should feel free to add names from their memories. We are very grateful to the hard work of Dr. Ron Perry (Fresno), Dr. Hal Giedt (Northridge), Dr. Rick Gutierrez (San Francisco), Dr. Rick Cantey (Long Beach), Dr. Jeff Clark (Sacramento), Dr. Bill Sternal (LA), Dr. Lee Broadbent (Fullerton), Dr. Martha Kazlo (San Bernardino), Dr. Rick Miller (Northridge), Dr. Elie Axelroth (SLO), and most of all to Dr. Linda Smith (San Diego) for her unflagging efforts in the long march to parity for counselor faculty.

Counselor efforts led by Dr. Janet Millar (Bakersfield), Dr. Mary Diaz (LA), Dr. Jeff Tan (San Bernardino), and Dr. Linda Smith (San Diego) continued in subsequent contract negotiations. With the support of the full CFA Bargaining Team, the 2012/14 Collective Bargaining Agreement finally included the right for tenured counselors to take part in the faculty early retirement program (FERP). Additionally, new language was introduced regarding workload and work assignments for counselors, the inclusion of reimbursement to cover professional licensing costs for counselors, and the addition of new classifications for post-doc and post masters interns and trainees. These were gains in the last contract. With the inclusion in FERP, counselor faculty have finally achieved all major components of faculty status.

Currently, the concerns and struggles for counselor faculty involve the restructuring of many counseling centers, the losses of faculty positions (particularly tenure-track positions), workload issues, and the assignment of work responsibilities.
In 2009, the creation by then-Chancellor Charles Reed of a task force focused on mental health was charged with assessing the appropriate level of mental health services to meet students needs and to review and identify the resources necessary to provide these services. This eventually resulted in the creation of a Policy on Student Mental Health known as Executive Order 1053 (EO1053).

In October 2010, prior to the release of the EO1053, the CFA Counselors Committee responded to the task force’s report with a statement expressing concerns about the lack of student and counselor input and made recommendations for improvements in the assessment process and the drafting of a mental health policy. Additionally, CFA responded to a draft of the executive order in November 2010 with a request to meet and confer about the impact on counselor workload. However, the CSU neglected to consult with CFA and implemented EO1053 in December 2010. CFA responded by identifying a reasonably foreseeable impact of EO1053 on counselor workload and took our case to the Public Employees Relations Board which found in our favor in the summer of 2013. PERB stated that the CSU administration violated HEERA in issuing Executive Order 1053 without meeting and conferring before implementation. Again it should be noted that these victories come at the hands of the hard work of dedicated union members and in this particular case Dr. Jeff Tan (San Bernardino) gave generously of his time working with CFA staff to present our case to PERB to help them understand our work responsibilities and workload issues.

Despite this victory the endeavor by various administrators to minimize or eliminate the hiring of tenure-track faculty continues, hiring instead temporary contingent counselor faculty at lower salaries with less job security to avoid the tenure process. Temporary and contingent faculty can never achieve permanency and must be reappointed each year. Due to the part-time nature of their assignments, they may potentially be less aware of their status as faculty and thus their rights as faculty. As temporary employees they may fear that they will not be reappointed if they assert their rights or disagree with administrative viewpoints regarding the delivery of mental health services to students or work assignments. It is a serious concern that CSU counseling centers will be comprised only of part-time and temporary employees because, much like our teaching faculty colleagues, having a balance of positions within a unit (tenured, tenure-track, and contingent) give students greater support and makes the unit stronger, more effective, and more vital.

As Student Service Professionals-Academic Related (SSP-AR), it is important to understand your rights as a member of Unit 3, which include rights both within your classification (SSP-AR) and within your appointment status as faculty (tenured, tenure-track, contingent). The CFA Counselor Committee recommends that all employees maintain a file of your employment records, including your appointment letters, evaluation criteria, and any evaluations.

We encourage all faculty to familiarize themselves with the Collective Bargaining Agreement (CBA) and, especially, we recommend contingent counselor faculty read the CFA Lecturers Handbook which delineates the provisions in the CBA that are particularly relevant to contingent faculty members.

You can get a hard copy of the CFA Lecturers Handbook from the CFA chapter on your campus, or it is available at the web at: http://www.calfac.org/lecturers-council

Please know that you can talk at any time with the CFA Faculty Rights Representatives on your campuses whenever you have questions about appointments, reappointments, entitlement rights, salaries, benefits and working conditions.

In the following pages we will outline areas of the contract that pertain to counselors and refer you to provisions within the CBA that are particularly relevant to counselors.
Compensation

Appointment

Counselor faculty have been given the designation of Student Services Professional—Academic Related (SSP-AR) and are appointed at Level I, II, or III. Counselors also are given the designation of academic year only or 12-month appointments. Academic Year (AY) means that the counselor works during the academic calendar. No vacation, as such, is accrued, but vacation time coincides with academic breaks and the summer session. In a somewhat complicated payment schedule, paychecks are received throughout the year.

The 12-month appointment is just that: counselors accrue vacation time and work year-round. Counselor faculty are not eligible at this time for the 10/12 plan. This plan, available to librarians, would allow 12-month counselors the option of working 10 months each year. Under the 10/12 plan, vacation, sick leave, and service credit toward retirement is accrued for the entire year (as opposed to working two months without pay, in which case service credit is only accrued for 10 months and health benefits are discontinued.) The option for 10/12 employment may be negotiated by CFA at a later date.

Counselors may be hired at any particular point on the salary scale. This determination is usually based on academic background, professional ability and experience. Budgetary considerations also play a role in determining where counselor faculty are appointed along the salary schedule. The university determines the salary it will offer the counselor at the time of the initial appointment; this salary is negotiable at the time of appointment. Afterwards, the beginning salary usually determines the individual's salary level for subsequent reappointments.

In 2002, as a result of many years of negotiation, counselor faculty received salary parity with teaching faculty. The salary of an SSPAR Level I, II, and III are equivalent to assistant, associate, and full professor salary, respectively.

See Appendix C of the contract for the CSU Salary Schedule for Counselors. Refer online to http://calstate.edu/HRAdm/SalarySchedule/salary.aspx

In 2014, as a result of negotiations, temporary counselor faculty will now have the right to request a classification review at any time during their appointment. Temporary counselor faculty will be allowed to make such requests to the appropriate administrator. These requests will be reviewed using criteria based on the applicable classification standards for counselor faculty unit employees. Procedures for classification review will be determined by each campus President. The employee will then be notified in writing of the decision. If the employee is granted a higher classification, the employee shall receive compensation at the higher rate retroactive to the first day of the pay period immediately following the submission of the classification request.

Counselors may be hired as tenured, probationary or contingent faculty members. Probationary Counselors will go through the tenure and promotion process like equivalent professors do and, once tenured, counselors are entitled to the same job protections as other tenured faculty members. Contingent counselors have similar job protections as lecturers and are hired on an as-needed basis (Please see the section on “careful consideration” below).
Salary Increases

After the initial appointment, there are three main ways that counselors typically receive increases in salary: across-the-board General Salary Increases (GSIs); Service Salary Step Increases (SSIs); and promotions. Other potential avenues for salary increases include market or equity increases.

CFA and the CSU administration negotiate General Salary Increases (GSIs) based, in part, on what the legislature and the governor decide is available in the state budget for increasing the salary pool for the year. These increases are intended to offset the effect of inflation on the faculty’s purchasing power (though faculty purchasing power is less now than it was in 1972). Once a GSI is negotiated, all faculty members receive the same percentage increase.

Service Salary Step Increases (SSIs) refer to upward movement on the salary schedules. Such adjustments are determined by CFA and CSU management during negotiations. Awarding an SSI is based upon the determination of the appropriate administrator that an employee has performed in a satisfactory manner in carrying out the duties of his or her position. The increase rate of SSI has historically been set at 2.65% effective on the anniversary date of the faculty members in question. Unfortunately, CSU management has refused to fund SSIs since 2008 (as of the time of this writing in October, 2013).

There are some limitations to SSI step increases. All salary ranges in the salary schedule have an “SSI Max.” You cannot receive SSI increases beyond this amount of money. In addition, under the current salary schedule, a counselor may receive no more than eight SSI step increases within each level or rank, i.e. SSPAR Level I, II, or III.

Salary Recover Adjustments (SRAs) refer to salary increases negotiated in the 2014 contract. Tenure line counselors and temporary counselors with three-year contracts, whose salaries are below the SSI Max, are eligible for a 3% increase (up to the SSI Max), effective July 1, 2014.

Reopeners for Academic Years 2015-2016 and 2016-2017 will be negotiated beginning in May 2015 and May 2016. In Reopeners, CFA will seek to address stagnant salaries and to obtain the salary increases that our members deserve.

On most campuses, promotion from SSPAR-I to SSPAR-II usually occurs at the time tenure is awarded (usually after six years of service). However, in some circumstances, when a counselor is performing duties more typically done by those who are at the SSPAR-II level, it is possible to request early consideration for promotion.

Contingent counselors are promoted when their job duties require it. They may also be eligible under the Range Elevation section in the contract. It is important to note that there is no history of Counselors getting range elevation.

(See 12.16-12.18 of the CBA at http://www.calfac.org/resource/collective-bargaining-agreement-contract-2012-2014-0#article-12).
Employment

In order for CFA to help protect your rights, it is critical that you stay informed about your employment status. CFA recommends that counselor faculty keep a carefully maintained file of documents pertaining to their employment in the CSU.

The following information should be kept in your records:

- All appointment letters
- Date of your first appointment
- Date of your most recent hiring and/or duration of your current appointment
- The time base for your current appointment
- Your current salary range
- Your current step in the range (or number of SSI counters remaining to you)
- Your current salary

Appointment Letter

A counselor’s terms of employment are further specified in the appointment letter. At the time of appointment, a counselor must be provided with a letter specifying the effective dates of appointment, other unique aspects of the appointment, and the salary. The appointment letter also serves as the notice of termination, since it indicates the specific period of employment, including the end of that period. If you are not provided with this letter, request it from the Director of Counseling Services.

It is important not to confuse the appointment letter with the contract. The appointment letter states terms specific to the individual counselor. The contract (collective bargaining agreement or CBA) is the master agreement for all faculty statewide. For example sabbaticals, which may be awarded to counselor faculty, are an important provision in the contract, but would not be mentioned in the appointment letter.

Part-time appointments are conditional on budget and enrollment, while full-time appointments cannot be. The appointment letter states specific budgetary or enrollment conditions under which the appointment becomes void.

The terms of an appointment letter must never be less than the terms stated in the contract. Individual campuses may also have varying policies pertaining to counselors, such as those that define eligibility for service on academic committees. These policies may be available through the departmental office, Academic Senate, or personnel office. Such policies may not conflict with the terms of the contract.

Personnel Files

Your personnel file, sometimes called the Personnel Action File (PAF) or Working Personnel Action File (WPAF), is important. This file contains the documentation of demonstrated competence and accomplishments on which your department chair or hiring committee must base decisions regarding your reappointment, promotion and/or tenure. It is your responsibility to ensure that your file is up-to-date. The official copy is kept in the office of a designated custodian of the files,
usually in Academic or Faculty Affairs or Student Affairs. Some or the entire file might be stored securely in an electronic format. You have a right to see and review this file, and also to add to it. You should find the written records of your employment in this file. You may add materials that document your counseling competence, scholarly and creative activities, professional development, and other activities at the university or in the community. The university administration must base any personnel actions taken with respect to you on your official file. You must be given a copy of any item five days before it is placed in your file.

You have the right to respond in writing to any material placed in your file. Your rebuttal or explanation will then be included in your file. Review your file periodically (at least once a year) so that you are familiar with its contents. Your PAF is only available to you, to your department chair and/or hiring committee, and to designated administrators. Anyone reviewing the file for any official purpose must sign the log attached to the file. The file is not made available to anyone outside the university, for example, to another university or employer to which you are applying for a job.

It is important to remember that no one else is 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 current curriculum vitae.

**Evaluation**

Through collective bargaining, counselors have won the important right to periodic evaluations of their work. This right plays a critical role in other areas of importance to counselors, particularly "careful consideration" for reappointment for contingent counselors and tenure and promotion for tenured and tenure-track (probationary) counselors.

Evaluation criteria and procedures are developed by appropriate faculty committees and approved by the campus president. Your department must make written evaluation criteria and procedures available to you within 14 days of the start of work (Article 12.2 in the contract). Any changes in evaluation criteria made prior to commencement of an evaluation must be given to the employee in advance. The criteria and procedures may not be changed after the evaluation process begins. If you have not received this information, you should request it from the Counseling Center Director.

Since RTP (Retention, Tenure and Promotion) decisions are to be based solely on the contents of your personnel file, it is important that you make sure you are evaluated. Evaluations of counselors’ clinical work may consist of written student evaluations, peer review by a peer committee, and evaluations by appropriate academic administrators. Under the most recent CBA, student evaluation programs for counselor faculty unit employees may be developed at the campus level. If such programs are established, the evaluation process shall be developed by a committee comprised of faculty unit employees and appropriate administrators.

It is up to you to decide what type of personnel file best reflects your professional work. Other information documenting performance in the areas of service to the community, research, creative and/or professional contributions, etc. may also be required as part of the file.

Each stage of the evaluation process should result in a written recommendation which is incorporated into your personnel file and of which you will receive a copy. You have the right to submit a written response, following receipt of the recommendation. In any response you make, it is generally best to avoid inflammatory language and address carefully the issue(s) raised.
Careful Consideration (for Contingent/Part-time/Temporary Counselors)

Under the contract articles on Personnel Files, Appointment, and Evaluation (Articles 11, 12, and 15, respectively), contingent or temporary counselors have important rights with respect to possible re-employment. While the right to “careful consideration” has not been tested in arbitration (as it has been in many instances for lecturer faculty) for temporary counselor faculty, Counselors enjoy rights for reappointment under the terms of the CBA.

What is careful consideration? At a minimum, it means that the administration must carefully review 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, and 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, [can not] be used to establish that “careful consideration” was given. (In the Matter of Betty Brooks, AAA Case No. 3-84-102, Arbitrator Adolph m. 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 Philip Tamoush, 1985)

Arbitrators Koven (in Brooks) and Kenneth Perea (see In the Matter of Kenneth A. Lebeiko, AAA Case No. 385-17-G, Arbitrator Kenneth Perea, 1985) amplified the definition of careful consideration by determining that the administration must follow established evaluation and decision-making procedures.

Not all campus administrators and Counseling Center Directors have a full awareness of their obligations with respect to careful consideration. Therefore, it is important for you to take a proactive approach when you seek reappointment. You should consider taking the following steps: meet with your director to discuss your possible reappointment. In writing, request a subsequent appointment. Finally, review Counseling Center and campus guidelines for evaluation and appointment of counselors to make sure your department follows them in your case.

If you believe you have not been reappointed because you were not carefully considered, it is important that you seek assistance from your counselor representative, one of your CFA Chapter Faculty Rights Committee members, or your CFA staff representative as soon as possible.

A counselor is entitled to a one-year contract if reappointed after serving for at least one academic year. The time-base for the new contract should be similar to the prior year’s time base.
and if there is additional work available, it may be increased.

After six consecutive academic years of employment (defined as at least one semester on semester campuses and two quarters on quarter campuses), contingent counselors are entitled to be considered for a 3-year appointment. During the sixth year, the university must perform an evaluation to determine whether a contingent counselor is “satisfactory.” If the counselor is found to be “satisfactory,” then the university must offer a 3-year appointment. If the counselor is not found to be “satisfactory,” then the university may not offer a subsequent appointment. While a 3-year part-time appointment does not guarantee work to contingent counselors, it does give them the rights to work in favor of other contingent counselors.

For a full discussion of contingent faculty appointments, please refer to the CFA Lecturers’ Handbook. http://www.calfac.org/lecturers-handbook

**Workload**

Counselors have three unique provisions in the Collective Bargaining Agreement with regard to workload. The first is that, in consultation with the counselor, the university needs to make work assignments that “correlate closely with activities expected of counselor faculty unit employees in order to qualify for retention, tenure/permanency, and promotion, and after tenure/permanency, activities expected of counselor employees in order to maintain their roles as contributing members of the campus community.” In short, counselor work assignments should correlate with the appropriate retention, tenure and promotion policies.

Secondly, the Collective Bargaining Agreement states that full-time counselors shall work an average of 40 hours per week.

Third, a counselor faculty unit employee may request a particular work schedule, specifying times and locations in which work is to be performed.

CFA has learned of several campuses that violate these provisions in the contract. If you believe your workload rights are being violated, please contact your CFA Chapter Faculty Rights team.
Benefits

PERS Eligibility for Health Benefits

Health benefits are provided through the California Public Employees Retirement System (CalPERS) and are available to faculty who meet PERS eligibility standards. This health benefit eligibility covers medical benefits, vision and dental care, life insurance, and disability income protection insurance. Contingent counselor faculty unit employees are eligible for CSU health insurance if they are employed at least half-time for a period of more than six months. The CSU administration has been trying to bargain for an increased deduction from faculty members for health care benefits. CFA continues to defend employer-paid healthcare.

Flex Cash

Counselors may waive medical and/or dental benefits through the Flex Cash Program and receive a monthly payment if they can document having non-CSU health coverage from another source. If they do, they receive $128 per month in lieu of health benefits and $12 per month in lieu of dental benefits. Counselors are only eligible for this program if they can show that they have other non-CSU health insurance.

Health, Vision, Long-Term Disability and Life Insurance

For employees who meet PERS eligibility standards, some health plans, plus non-PERS vision, life insurance, and long-term disability benefits are fully paid by the university. Note that domestic partners are eligible family members under the bargained contract. However, benefits for domestic partners are taxed as income under current federal law. Health plans that require an employee contribution are also available through PERS. Because health insurance considerations are complex, questions are best addressed to your campus benefits office. Counselors who live in certain rural areas may be eligible for a stipend of $500 for each full-time employee and a pro-rated amount for part-time employees.

Dependent Care Reimbursement Program

Counselor faculty are eligible to participate in the CSU Dependent Care Reimbursement program (DCRA). This is a voluntary benefit that offers you the ability to pay for eligible out-of-pocket dependent care expenses with pre-tax dollars, thus reducing your tax liability. Eligible expenses include such things as day care expenses for a dependent child under 13 years old, or care for an elderly parent. Contact your Human Resources office for more information.

Fee Waiver

All probationary and tenured counselor faculty and temporary counselors with at least six years of full-time equivalent service in the department may enroll in the CSU fee waiver program subject to provisions of the bargaining contract. This benefit, which covers up to two CSU courses or six units whichever is greater, may be extended to a spouse, domestic partner, or dependent child subject to certain conditions as defined in the contract.
Licensing Fees

With the prior approval of the president, counselor faculty unit employees who are required to maintain a license or credential as a condition of employment, shall be reimbursed for all normal and customary credential or licensing fees consistent with program needs. Any denial shall include a written explanation.

Direct Deposit

All bargaining unit employees determined eligible by the State Controller’s Office are eligible to participate in the direct deposit program.

Miscellaneous Benefits

Counselors are eligible to use campus recreational facilities as long as it has been determined that this use does not interfere with student use.

Counselors can be reimbursed for expenses incurred as a result of travel on official CSU business in accordance with CSU travel regulations.

Counselors are eligible for payroll deductions for parking fees at CSU facilities. Eligible bargaining unit employees can participate in the CSU Pre-tax Parking Fee Deduction Plan.
Leaves

All counselor faculty in the CSU are eligible for various kinds of leaves, both paid and unpaid. This section highlights both paid and unpaid. (See the contract for a complete listing of leave provisions and remember to check for any provisions pertaining to prorating of time/compensation for part-time faculty.)

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

Sometimes faculty, including temporary faculty 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, but it is important to follow the established leaves procedures for these protections to work.

Paid Leave

All counselor faculty accrue credit for **paid sick leave**. Part-time/temporary faculty accrue credit on a pro rata basis.

Upon request to the campus president, two days of **paid bereavement leave** will be granted in the instance of a death in the immediate family. See Article 23.3 of the contract for the definition of “immediate family.” Three days will be granted if the death requires that you travel over 500 miles from your home. You may also use up to 40 hours of accrued sick leave in such an instance, if authorized by the university.

All bargaining unit employees are entitled to up to 30 days of **paid parental leave**. This leave shall commence within a 135-day period beginning 60 days before the anticipated arrival of the new child and ending 75 days after the arrival of the new child. Only workdays are counted in determination of the calendar span of the 30 days of leave. See also disability leave and unpaid maternity/paternity leave below.

A new and welcomed change in our CBA allows all faculty employees, upon your request and approval of the appropriate administrator, to combine paid parental leave, sick leave, and unpaid leave in order to take an entire semester or quarter leave. Under this provision, paid leave need not be exhausted before unpaid leave is taken.

Full-time counselor faculty, including temporary faculty are eligible for both **sabbaticals and difference-in-pay leaves** for approved professional 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, temporary faculty would have to take such leaves early in an appointment period. There are many conditions that apply to these leaves; consult Articles 27 and 28 of the contract.

One day per calendar year may be used for a **personal holiday**. Scheduling of a personal holiday must be by mutual agreement of the counselor faculty and appropriate administrator, usually the Counseling Center Director. Personal leave days are not cumulative. When planning leave dates please note that in some cases vacation days (if you accrue them) may be saved for the
subsequent academic year. Personal holidays cannot.

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

For information on disability leave consult Articles 24.18-21 and check with your faculty affair/benefits office. Check also with the California Employment Development Department (EDD) for information about state disability insurance benefits. The EDD telephone number is 800-300-5616 and the website address is: http://edd.ca.gov/dirq2501.htm

Under Government Code Section 12945, subdivision (b)(2), female employees have a legally guaranteed right to take up to four months of pregnancy disability leave. This may be supplemented with paid or unpaid family care or medical.

Another change in our CBA would allow each campus President to grant emergency leave to faculty unit employees who require leave due to violent crimes, domestic violence, and/or sexual assault.

Unpaid Leave

All counselor faculty may be granted unpaid personal leave for a specific purpose and length of time. Part-time temporary counselor faculty may be granted unpaid personal leave for a short duration, not to exceed one semester or one quarter. Temporary faculty will not lose any accumulated employment rights for taking such a leave, although if the leave extends longer than 15 days, you become responsible for payment of insurance premiums for any health or dental benefits you may have. The campus president will determine if the leave constitutes a break in service; if this is the case, the employee must be informed in advance of the effective leave date.

Unpaid professional leave allows counselor faculty to take advantage of scholarly and/or other professional opportunities away from the campus. There are a number of conditions that apply, so consult the contract for details. Note especially that responsibility for health and dental benefit payments shifts to the employee during a leave of this type.

Counselor faculty, including temporaries, may receive up to 12 weeks of unpaid family 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. (See also paid maternity/paternity leave above).

Note that all leave rights automatically terminate at the end of an appointment.
Retirement

California Public Employees’ Retirement System (CalPERS)

Most counselor faculty are eligible to enroll in the CalPERS Retirement System, which has both employee and employer contributions. CSU employees eligible for CalPERS also pay into the Social Security retirement system and thus contribute to their future Social Security benefits. Vesting in CalPERS (meaning you are eligible to retire) occurs after you have put in the equivalent of five full-time years of service and are at least 50 years old. You must retire within 120 days of separating from the CSU in order to remain eligible for CalPERS health benefits.

Part-Time, Seasonal, and Temporary (PST) Employees Retirement Plan

If you are not eligible for CalPERS, you will be enrolled in the PST Retirement Plan. This plan is funded entirely by employee contributions that equal 7.5% of your salary. If you later become eligible for CalPERS, you have the option of rolling over your PST contributions into another plan called the State 457 Retirement Plan, something like an IRA or a tax-sheltered annuity. You may also have the option to buy service credit from CalPERS. Contact CalPERS (www.calpers.ca.gov) for more information.

If you separate from CSU service without actually retiring, you may cash out of the retirement system to which you have made contributions.

Tax-Sheltered Annuity

Counselor faculty may participate in a tax-sheltered annuity plan at the time of his or her hire. This option is funded entirely by the employee’s contributions, but the benefit is that payment of taxes on the portion of the salary that is invested is deferred.

Pre-retirement Reduction in Time Base (PRTB)

A PRTB allows tenured counselor faculty at the age of 55 years to reduce their time base (and salary), but continue to accrue full service credit toward retirement. In order to be eligible for a PRTB, the counselor must have been employed in the CSU full-time for at least 10 years. Once the counselor is authorized to participate in PRTB, the counselor may not revoke the reduced time base and return to full-time employment unless approved by the president. In addition, a PRTB may participate for up to five years, at which time the counselor is then retired from the system. See the contract and your Human Relations office for more information.

Faculty Early Retirement Program (FERP)

After years of fighting, counselors became eligible to participate in FERP in 2012. FERP is a program in which a counselor retires from service and returns to work at half the previous time base (this can be either full-time for half of the year or half-time for the whole year). The benefit is that a FERP faculty member can collect both the retirement allowance and half of the prior salary. It helps to transition a faculty member into retirement and provides for some stability as we transition to newer faculty members.
Grievances

Counselor faculty have the same grievance rights and due process protections as their teaching faculty colleagues.

CFA can help resolve many problems or complaints informally and encourages this approach where it seems effective and appropriate. However, depending on the specific circumstances, formal dispute resolution provided by the contract may be necessary.

The Collective Bargaining Agreement (CBA) distinguishes between two types of grievances: contract grievances and statutory grievances.

These two types of grievances may be taken by CFA to binding arbitration allowing counselor faculty to have the case heard before an independent arbitrator who has the legal authority to overturn the university's action.

All grievance articles cited below may be found in the contract section on the CFA web site at: www.calfac.org

Contract grievances claiming that the university misapplied or violated specific provisions of the contract must be filed at the campus within 42 calendar days of a faculty member becoming aware of a grievance. An example of a grievance is the placement of materials in your personnel file without you being notified. Provision 11.4 of the contract states that faculty must be notified of the placement of materials in their file and must receive a copy of such materials five days prior to its placement in the file. Other examples may include the failure of the University to carefully consider a part-time counselor from future work, a denial of tenure or promotion or a failure to pay you the appropriate compensation.

Statutory grievances are grievances covering your employment that go through a different process. A statutory grievance is an allegation that the University wronged you in connection to rights you acquire as part of your employment. These rights do not necessarily need to be covered in the collective bargaining agreement. If not settled, a statutory grievance will be heard by a committee of three faculty members.

On each CSU campus, CFA has trained faculty available to help counselors with grievances. In addition, there are professional staff members on each campus to provide assistance. If you think you have a grievance or have been denied retention, tenure or promotion, it is your responsibility to immediately contact CFA for assistance. We will help you understand the process and inform you of your rights. We can also provide representation at Level 1 and informal meetings, and when possible, work out a settlement that avoids the need to litigate the case.

CFA has a process of reviewing grievances as they move from the campus to the Chancellor's Office and for deciding whether or not to take a grievance to arbitration. If CFA declines to take a grievance to arbitration, counselors may appeal to a statewide representation committee that has the authority to reverse the decision not to arbitrate.

For more information about grievances, please see the CFA Grievance Filing Guide at http://www.calfac.org/item/cfa-grievance-and-discipline-appeal-filing-guide
Discipline

Counselor faculty members also have the same due process protections as their teaching faculty colleagues when it comes to discipline. Discipline cases have much faster timelines than grievances and are triggered when a counselor receives a “notice of pending disciplinary action” from the administration. Discipline cases usually articulate a claim of “unprofessional conduct,” and have three kinds of sanctions—suspension, demotion, and termination. Since the timelines on discipline cases are very fast, counselor faculty must notify CFA as soon as possible so that CFA can help you fight the allegations. If you do not contact CFA as soon as you receive notice of a pending disciplinary action, there is a good change that you might forfeit the right to fight such actions. The timelines and procedures for discipline are found in Article 19 of the CBA.

Reprimands are covered in Article 18 of the contract and are not considered disciplinary actions. However, since reprimands can be a first step towards a future disciplinary action, they should also be treated as very serious matters.

As stated above, each campus has trained CFA faculty and professional union staff available to help counselors with pre-disciplinary or disciplinary actions. It is your responsibility to immediately contact CFA for assistance. We will help you understand the process and inform you of your rights. We can also provide representation at investigatory meetings, help you with your written or in person rebuttals, ensure that you are treated fairly and that you are afforded your due process rights, and when possible, work out a settlement that avoids the need to litigate the case.

CFA has a complex process of reviewing disciplinary cases. If the case is denied representation by CFA’s Director of Representation, counselors are provided an appeal process before a statewide representation committee that has the authority to reverse the decision not to represent.

For more information about grievances, please see the CFA Grievance Filing Guide at http://www.calfac.org/grievances.html.
Why Join CFA?

CFA has been a staunch supporter of counselor faculty beginning in the late 1980s with the union’s advocacy supporting a unit modification moving counselors from Unit 4 to Unit 3. CFA’s support for counselor faculty continued into the 1990s with the fight for salary parity with our teaching faculty colleagues. (See the section on Counselors and CFA: A Brief History for more on why counselor salaries lagged behind teaching faculty beginning in the 1970s).

Over the course of many years, CFA continued to press this issue during negotiations, making it a priority.

In 2002, CFA prevailed with salary parity. This resulted in salary increases of anywhere from 6 percent to over 22 percent. While this would not have happened without the persistence and hard work of a number of counselors in the system, CFA’s advocacy was essential to success.

What is the difference between a fee payer and a CFA member?

Legislation passed in 1999 amended an inequity uniquely affecting unions representing state employees in higher education. When the bill became law, non-union members could be assessed a percentage of the dues that members pay to support contract bargaining and representation on their behalf during grievance hearings. Even if you are not a member of CFA, you will notice a deduction, called an agency fee, on your paycheck for CFA.

Note: CFA dues are assessed at 1.05% of your salary. Regular agency fees are equal to CFA dues so most non-member faculty are paying the same as they would for dues even though they aren’t getting the benefits of membership.

Why is this important? In addition to the important advocacy provided by CFA, membership entitles faculty to a number of benefits. For counselor faculty perhaps the most important is a one million dollar malpractice insurance policy that is in force while we are engaged in activities connected to our employment in the CSU. The Educators Employment Liability Program is provided through the National Education Association (NEA). More information about CFA member benefits may be found on the CFA web site or contact NEA regarding the educator’s liability program at www.nea.org

More information about CFA membership can be found at http://www.calfac.org/member-benefits
Participating in CFA

CFA has been able to advocate effectively for counselor faculty because a number of counselors over the years have become active in the statewide organization, acting as spokespersons on the issues unique to counselors in the CSU. This initial grassroots effort led to counselors becoming an integral part of the faculty union.

While counselor faculty fought for and successfully obtained salary parity, there are a number of key issue still to be negotiated. It would not be an overstatement to conclude that counselor faculty must continue to be actively involved in the union in order to maintain the gains made.

Counselors may participate in a number of ways: as a counselor representative, going to campus chapter meetings, or participating on the counselor faculty listserv. Even if you decide not to be active in CFA, it is important to stay informed and to know your rights.

Counselor Representatives

Counselor faculty in every Counseling Center in the CSU system are encouraged to nominate a representative to CFA. The Counselor Representatives meet twice a year to discuss current issues facing counselors, for example, hiring practices, grievances, salary and other benefits, and contract negotiations.

Campus Chapter

Each campus has an Executive Board that meets regularly and invites your ideas and input. It is important that counselor faculty, teaching faculty, librarians, lecturers, and coaches support each other in the instructional mission of the university. You may participate by attending or serving on a number of committees such as Faculty Rights which deals with grievances, the Membership Committee, or the Political Action Committee.

Staying Informed

Even if you are unable to participate in union activities, it is important to stay informed and know your rights. Your livelihood and profession are at stake. Familiarize yourself with the Collective Bargaining Agreement (CBA) between Unit 3 and the CSU. For a copy of the current CBA, contact your campus chapter or print out a copy from the CFA website at http://www.calfac.org

You may sign up for the union Counselor Faculty listserv by contacting the Counselor Representative to the CFA Board of Directors at www.calfac.org/counselors.html. At the same website, read the CFA Headlines or have them emailed to you directly. The Headlines will keep you informed of the latest issues facing CSU campuses including legislation, budget, and other activities of CFA.

It is your union. Keep it strong.