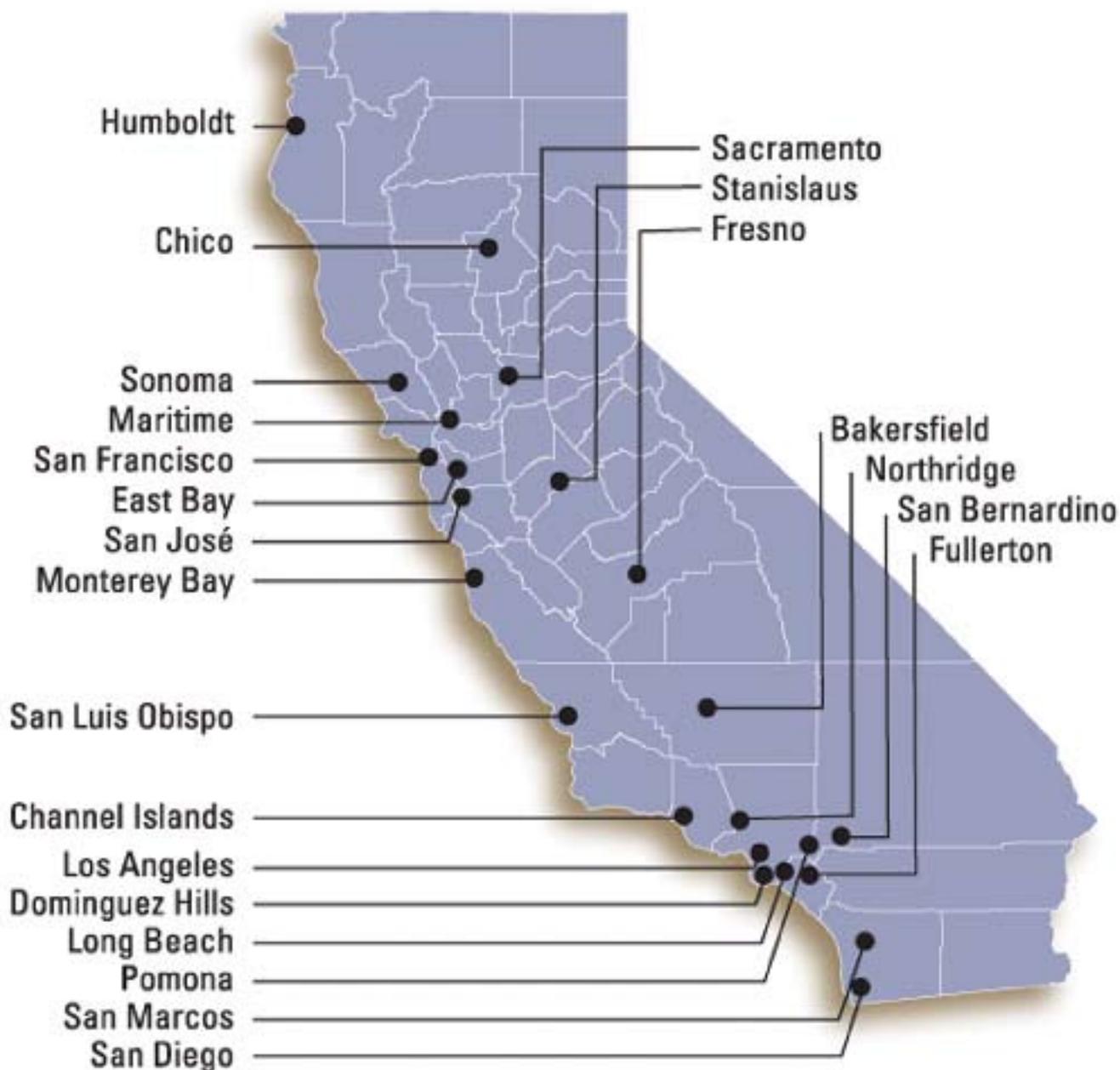


California Faculty Association

# Lecturers' Handbook



**2007-2010**

[www.calfac.org](http://www.calfac.org)

# INTRODUCTION

*In May 2007, 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 for the years 2006-2010. Twenty months of difficult bargaining culminated in a historic 94% approval-to-strike vote by the CFA membership, a favorable report by a neutral fact-finder, and a subsequent settlement. It is important to understand, however, that the contract is an organic document and, as such, is often 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 their campuses. The entire contract is available on the CFA website, [www.calfac.org](http://www.calfac.org). One of the roles of the campus Lecturer Representative is to communicate any changes that may occur in the interpretation or implementation of the Collective Bargaining Agreement. For the name of your campus CFA Lecturer Representative, select Lecturers on the main menu on the Calfac website.*

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# Lecturers' Handbook

## 2007-2010

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# WELCOME

*From Lillian Taiz, CFA President, and  
Elizabeth Hoffman, CFA Associate Vice President for Lecturers*



*Representatives to the CFA Lecturers' Council, January 2007 in Sacramento*

This 2006-2010 edition of the 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 (CBA) between the 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 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 on line from the CFA Lecturers' Web pages at [www.calfac.org](http://www.calfac.org) . Select Lecturers on the main menu. For the name of your campus CFA Lecturer Representative, do likewise or go directly to <http://www.calfac.org/lecturerscouncil.html>.

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.

# 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 seek to 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.

Presently, the CSU enrolls upwards of 400,000 students. Approximately 23,500 faculty members engage in teaching, research, creative activities and service to the community. Lecturers constitute over 50% 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, currently Charles Reed, who since 1998 has served as chief executive officer for the entire system. All campus presidents report to the Chancellor. The Chancellor's Office, located in the city of Long Beach, also serves as the headquarters for the Board of Trustees and the statewide CSU Academic Senate.

At the campus level, faculty participate in shared governance through academic 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 is a lecturer serving on the CSU Academic Senate at this writing.

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. 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.

For additional information on the CSU and the statewide CSU Academic Senate, consult [www.calstate.edu](http://www.calstate.edu)

## CFA: THE FACULTY'S UNION A BRIEF HISTORY

In the early 1980s, after more than a decade of competition among several faculty unions, CFA emerged as the exclusive bargaining unit (Unit 3) for all CSU faculty, librarians, coaches and counselors. In the early 1960s, faculty on various campuses began to form union locals, and by the early 1970s 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 (AFT) and its California organization, the California Federation of Teachers (CFT). 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 system-wide 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 emerged as the exclusive bargaining agent for the faculty and the union was subsequently 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). Activists from both UPC and CFA 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 has guaranteed 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 functions as the statewide governing body and direct representative of members), on the Board of Directors (which oversees the governance and carries out the policies of CFA) and on key committees (such as Political Action/Legislation, or PAC-LEG, and Membership/ Organizing). In order to adequately address the concerns of lecturer faculty during contract negotiations, lecturer representatives sit on both the Bargaining Team and the Contract/Development Bargaining Strategy Committee (CD/BS). In May of 2007, the Assembly elected a lecturer as CD/BS chair.

At the campus level, a CFA executive committee or board provides ongoing leadership and advocacy for all faculty members and includes a lecturer representative as one of the chapter officers. Information about local chapters is available from their websites and constitutions. Links to chapter websites are available at <http://www.calfac.org/chapters.html>.

In 1983, CFA and the CSU negotiated their first collective bargaining agreement (CBA, also often referred to as MOU, Memorandum of Understanding). The current (2006-2010) contract is CFA's eighth agreement with the CSU. As the exclusive bargaining agent for all CSU faculty, CFA is funded for bargaining and representation costs by the faculty, who pay an agency fee for these purposes. The union has the legal duty, known in labor law as the "Duty of Fair Representation," to represent all faculty fairly, regardless of status or membership. 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 <http://www.upte.org/heera/>. For information on the PERB 1981 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](http://www.perb.ca.gov/decisionbank/pdfs/0173h.pdf).

*Refer to Appendix A (2) for 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 23,500 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 50% at present, reflecting a nation-wide 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 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 60% 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 15% 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 10%) was first appointed over twenty years ago. Thus, the CSU depends on many of the same lecturers year after year though, in bargaining, the CSU administra-

tion often resists proposed improvements in lecturer job security. Rich Moser, a former Associate Secretary of the American Association of University Professors (AAUP), 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;
- 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 faculty and poverty wages with low or no benefits for university workers.

Moser’s article is available on the Internet at <http://www.aaup.org/AAUP/issued/contingent/moserlabor.htm>.

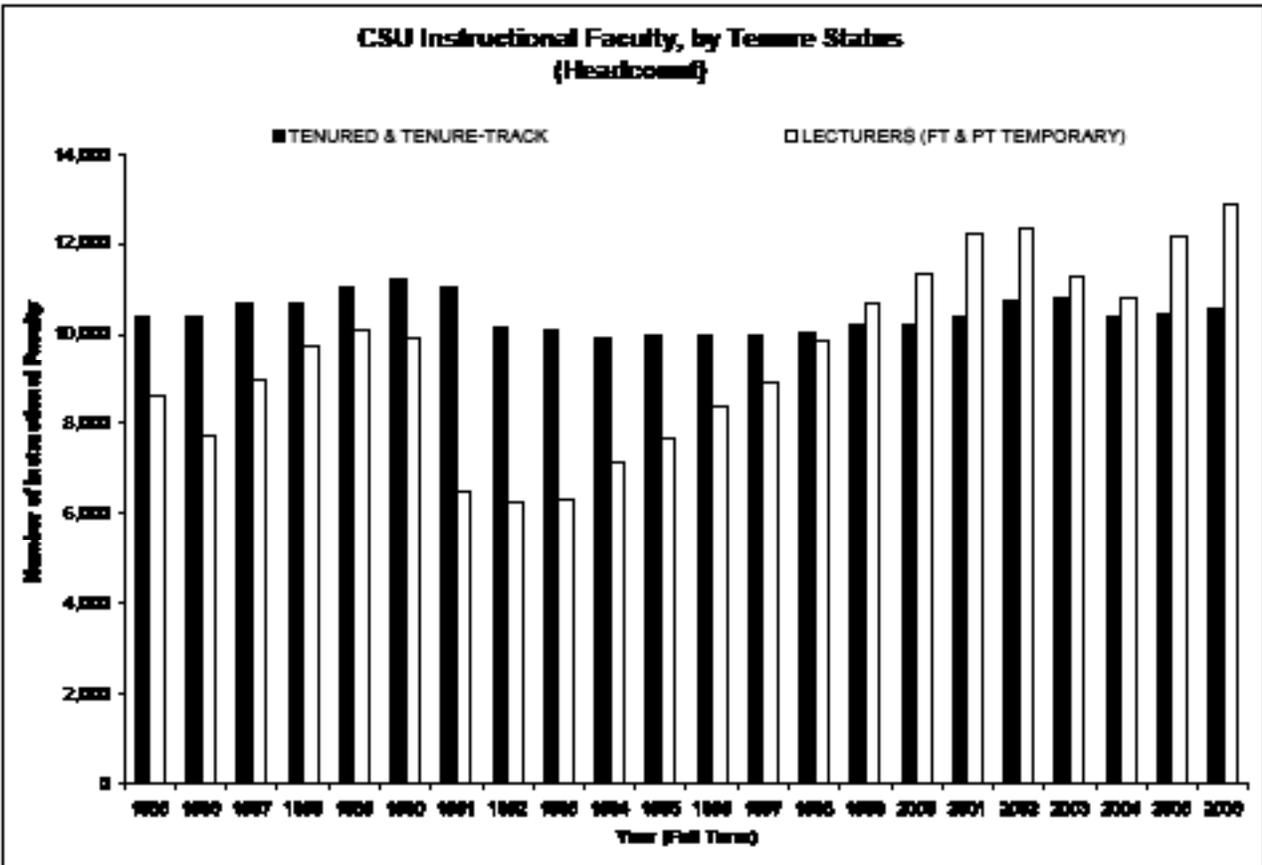
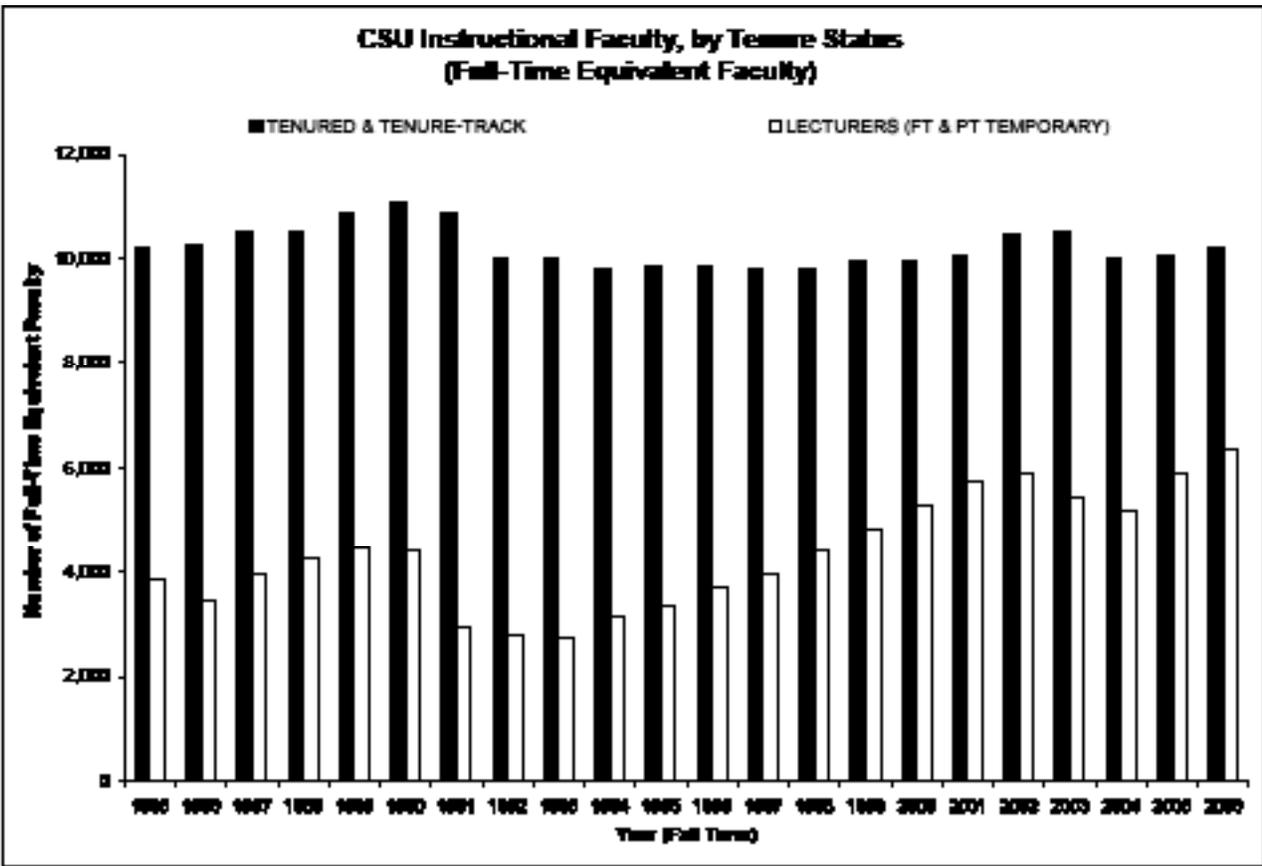
In spite of the considerable obstacles and little support from the CSU administration for the professional development of over half the faculty, most lecturers exhibit a profile very similar to that of tenure-track faculty. Many have terminal degrees, do research and/or creative work, publish, participate in conferences, develop new courses, remain current in their fields, 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 <http://www.aaup.org/AAUP/pubsres/academe/2006/ND/AW/ContIndex.htm> )

In an effort to improve our physical, economic and intellectual conditions of work, lecturers have become increasingly involved in CFA and in the 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 enhanced and clarified appointment rights in this subsequent agreement. 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 automatic, except in cases of documented unsatisfactory performance or serious conduct problems, and do not require a special or separate 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 lecturers and then to other incumbents before new lecturers may be hired. This presumption of re-appointment 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 an overview of faculty who are tenured/tenure-track versus temporary (full-time equivalent and headcount), see tables 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 several other employee units (police, doctors, 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 temporary and part-time temporary 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, 32 and 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 of 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 on 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

### ***Read the contract online today!***

This Lecturers’ Handbook provides a general discussion of the faculty contract.

To view the full text of the contract, go to:  
<http://calfac.org/contract.html>

To receive a printed copy of the contract or to discuss the meaning of any of its provisions, contact your campus 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 contract.

More information is available at:  
<http://www.calfac.org/lecturers.html>.

time base entitlement. **Initial and roll-over three-year appointments are automatic except in cases of documented unsatisfactory performance or serious conduct problems.** Entitlements of subsequent three-year appointments are determined by the time base during the third and final year of the previous appointment.

- If at the end of a three-year appointment there is no work available or if a lecturer has a zero time base, the lecturer is placed on a **recall list** for three years and given preference for work that becomes available.

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

- Lecturers in the CSU receive **General Salary Increases** (GSIs) at the same percentage level as tenure-track faculty, a notable exception to the experience of most contingent faculty, who do not have “pro rata” pay.

- 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 as they are in this recent contract), 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.

- Range D lecturers are eligible to apply for **Post Promotion Increases** (PPIs) established under the 2006-2010 contract.

For an overview of provisions in the Collective Bargaining Agreement that are particularly relevant to lecturers see Quick Guide on following page. ♦

# Quick Guide to Lecturer Provisions in CFA/CSU Collective Bargaining Agreement (CBA) 2006-2010

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 CFA's web site: <http://www.calfac.org>

For further information, refer to the Lecturers' Handbook or contact CFA.

## Getting and Keeping the Work

- 12.2 Appointment letters
- 12.3 One-year appointment rights and entitlement rights (see also 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.f)
- 12.12.h Recall rights (see also Article 38.48)
- 12.13 Presumption of subsequent three-year appointments
- 12.29 Preference for available work (order of assignment) up to and including a 1.0 time base
- 12.31-12.33 Restrictions on Teaching Associate employment
- 12.34 Restrictions on Visiting Faculty employment
- 15.1-15.27 Evaluation procedures (including student evaluations of teaching)
- 15.14 Classroom visits require notification and consultation
- 15.26 Periodic evaluation required only once during 3-year term for lecturers with 3-year appointments
- 21.23-21.24 Contractual procedures and hiring order for summer term
- 22.1-22.27 Leave of absence without pay (Lecturer entitlements protected in 22.2)
- 23.4-23.5 Paid maternity/paternity leave (Article 23 covers additional paid leaves)
- 24.1-24.23 Paid sick leave, disability leave, and catastrophic leave
- 38.11 Order of layoff (see also recall rights in 38.48)
- 11.1 Personnel files as basis for personnel actions
- 10.2 Lecturers have full access to grievance procedures: both contract and statutory tracks.
- 10.28 Expedited umpire arbitration procedure for lecturer appointment cases

## Getting a Fair Salary:

- 31.1-31.6 Lecturers on same salary schedule as tenure-line faculty (except Range A only for Lecturers)
- 31.7-31.11 Lecturers receive same percent General Salary Increase as tenure-line faculty.
- 31.13-31.16 Lecturers in D range eligible for Post Promotion Increases (PPI)
- 31.19- 31.26 Lecturers receive same percent Service Salary Increases (SSIs) as tenure-line faculty.
- 12.9 Re-appointment 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
- 12.16-12.20 Range elevation to allow advancement on salary schedule (with appeal rights)
- 12.18 Notification of range elevation eligibility required
- 12.35 Dedicated department funding

## Getting Benefits

- 32.2 Full health benefits (medical, vision, dental, disability) 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
- 32.19 PST Retirement Plan for lecturers not eligible for CalPERS retirement plan  
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
- 26.1-26.14 Lecturers and coaches eligible for fee waiver (see restrictions 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.
- 10.8-10.10 In statutory grievance process, all lecturers can vote in faculty panel elections, and full-time lecturers can serve on panels and committees. (Service by lecturers is voluntary.)
- 24.9 Right to notification of total accrued sick leave
- 31.31 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 (L, 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 unit since you received a service salary increase (SSI) or a range elevation.

## APPOINTMENT LETTER (Art. 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 master

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 CSU-CFA contract is available on the CFA website, [www.calfac.org/contract.html](http://www.calfac.org/contract.html)

**Part-time appointments** may be conditional upon budget and enrollment, while **full-time appointments** – except for coaches – may not. The appointment letter states the specific budgetary or enrollment conditions under which a part-time appointment becomes void. In order to void a full-time unconditional appointment, the administration must follow the procedures established under Article 38, Layoff. Appointments to different departments or equivalent units are not combined but remain separate appointments. However, the combined total units may not exceed the full-time load. (See **Time Base Calculations**, below.) For the purposes of eligibility for health and retirement benefits, however, units of multiple appointments are combined. (See Part 4 - Compensation.)

The terms of an appointment letter must never be less than the terms stated in the contract or CBA. Individual campuses may have varying policies pertaining to lecturers, such as those which define eligibility for service on senate and academic committees, and voting rights within departments. Such policies, which may not conflict with the terms of the contract, are available through the offices of the department/college, the academic senate and faculty/academic affairs, and are usually posted on the campus website.

## Time Base Calculations

**Full-time lecturers have a time base of 1.0 (100%), which consists of 15 Weighted Teaching Units (WTUs) per semester or quarter. For an academic year, a 1.0 or full-time base is 30 WTUs on semester campuses and 45 WTUs on quarter campuses. An appointment may include units of direct instruction as well as units of related professional duties.**

**The time base for part-time lecturers at both semester and quarter campuses is normally found by dividing by 15 the number of WTUs taught during the semester or quarter.**

<u>Semester/Quarter</u>	<u>Time Base</u>
3 WTUs	0.2
6 WTUs	0.4
9 WTUs	0.6
12 WTUs	0.8

### PERSONNEL FILES (Art. 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 of 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 within 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. 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 no one apart from yourself 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 most current curriculum vitae.

### EVALUATION (Art. 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 CSU-CFA 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) written student evaluations of teaching performance for those with teaching duties (for a minimum of two classes annually), (2) peer review by a department faculty committee, and (3) evaluations by appropriate administrators. **Evaluations of full-time coaches** must include an opportunity for peer input and evaluation by appropriate administrators.

**Evaluations of part-time lecturers** must include: (1) written student evaluations for those with teaching duties (for a minimum of two classes annually), (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 six or fewer months** may be evaluated at the discretion of the department chair, the appropriate administrator or the

department. If you are a lecturer appointed for fewer than six months and the department does not plan to evaluate you, you may request an evaluation for your file.

**Lecturers with 3-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.

Consultation about **the number of courses for student evaluation** must happen at the level of the department or equivalent unit.

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. 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 ten 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.

### REAPPOINTMENT AND CAREFUL CONSIDERATION (Arts. 11, 12, 15)

All lecturer appointments are temporary. However, under the contract articles on Personnel Files (11), Appointment (12) and Evaluation (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 de-

partment or equivalent unit will receive a three-year appointment, except in cases of documented unsatisfactory performance or serious conduct problems.

- Following an initial three-year appointment, a lecturer has the expectation of reappointment to a subsequent three-year appointment, also with the exception of cases of documented unsatisfactory performance or 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 which you are qualified to teach.

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 that 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, 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, [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 that 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 staff representative as soon as possible.

## **JOB SECURITY: ONE-YEAR AND THREE-YEAR APPOINTMENTS (Art. 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.**” For example, if you taught two courses per semester during your initial year, your appointment for the following year should also be for at least two courses per semester and for at least one year.

Lecturers may receive **full-time** (1.0 or 15/15) annual or 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 year(s) 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 15/15) takes a different form. Beginning with the 2002-05 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. There is no “special or separate” evaluation required for this appointment; it is automatic, except in cases of documented unsatisfactory performance or serious conduct problems. In the event that 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.

At the end of a conditional three-year appointment, if there is no work available or if a lecturer has a **zero time base,** he/she is placed for a period of three years on a **recall list** and given preference for work that becomes available. No later than July 1<sup>st</sup> 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 also Article 38.48, Layoff). The period during which a lecturer is on the recall list does not constitute a break in service.

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 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.

Three-year lecturers have **preference for “new or additional work”** in a department to be assigned to temporary faculty. The department must offer uncovered courses first to the qualified three-year lecturers who are not yet at a 1.0 time base and then to other incumbent lecturers. For the full description of the preference for new and additional work, see Appointment Article 12.29 (a) (8) and 12.29 (b) (8).

Eligible lecturers cannot be denied a course because it takes them above 15 units in a term. **A 16th unit can be assigned and paid under a different code.** If the campus has had a practice (as does Cal State LA) of paying above 15 units, that practice should continue. Most campuses, even if they do not have a formal 16th unit policy such as that at Cal State LA, have paid above the 15th unit when they had an emergency situation and needed an instructor for a class.

If payment cannot be mandated, the lecturer can turn down the work, of course. Or the lecturer can accept the work and ask for load banking or spreading the units across more than one term; for example, teaching a configuration such as 16, 16, and 12 at a quarter campus.

Finally, the lecturer can agree to teach the 16th unit as a voluntary unpaid one-unit overload. On one hand, CFA is opposed to faculty working without compensation; however, lecturers might choose to teach an unpaid one-unit overload because (1) they could earn more (e.g., 15 units of pay versus 12), and (2) by taking the 16th unit, they are more likely to accrue units up to a 1.0 academic year time base and build their entitlement, with the opportunity of working up to a full-time unconditional assignment upon a next appointment. ♦

# 4. Compensation

## SALARY

### Appointment on the Salary Scale

All lecturers are appointed at a particular point on the salary scale within a particular range (L, 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 Handbook Appendix B(1) 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 can be found on the CSU website, <http://www.calstate.edu/HRAdm/SalarySchedule/Salary.aspx>, by selecting the year, R03 - Faculty Step Schedule and Class Code 2358. This CSU Salary Schedule can also be found on the CFA website, [www.calfac.org](http://www.calfac.org), by following the links Contract page, Appendix C.

See Handbook Appendix B(2) for a Salary Chart - the same faculty salary schedule in chart form. This chart reports monthly salaries for full-time equivalent appointments. The updated version can be found on the CFA website, [www.calfac.org](http://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 academic 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), Service Salary Step Increases (SSIs), Range Elevation or Post Promotion Increase (PPI). 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. (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 the monthly full-time equivalent base rate and the monthly salary. (These would be the same for a lecturer teaching a full-time 1.0 time base.) Each academic year salary is paid in twelve equal monthly installments to allow for year-round benefits for faculty who are benefits-eligible.

### Definition of Terms

**Anniversary Date for SSI eligibility.** For tenured/tenure track (T/TT) faculty this is their hire date. For lecturers it would 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 (temporary faculty) are hired in Ranges L (typically without masters degree), A, B, C, & D. Lecturers can be hired in any range at any salary between the Salary minimum and Salary maximum. [See Salary Chart Appendix B(2) or go to the CFA website for the latest update.] This means that lecturers can be hired above the SSI max of their range.

**GSI = General Salary Increase.** All Unit 3 employees, including lecturers, receive the GSIs bargained in the 2006-2010 contract.

**SSI = Service Salary Increase.** A Service Salary Increase is awarded to lecturers who have taught 24 semester WTUs or 36 quarter WTUs since being appointed or since receiving a previous SSI or range elevation.

Eligible faculty receive SSIs only in years when they are funded; fortunately in the current contract SSIs are funded for all four years. Only one SSI can be awarded per year. Note: You cannot be above the SSI max and receive SSIs unless you received FMIs, in which case, your salary will be adjusted and then compared to the SSI max. A lecturer who receives a new appointment can be placed above the SSI max but would not be eligible for SSIs in that range.

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

Equity. Lecturers do not receive Equity awards. It is a formulaic distribution for Assistants below benchmarks in 07-08 and a formulaic distribution for Associates and Full professors below their benchmarks in 08-09.

PPI = Post Promotion Increase. Full professors and Lecturers D who have exhausted SSI eligibility are eligible for PPI. 50% will be eligible in 08-09 based on seniority. Balance will be eligible in 09-10. Awards are based on faculty committees established to review a two-page document of work done. 2.5% is awarded if candidate “meets expectations” and up to 1% more for “exceeds expectations.”

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 many campuses do so as not to disadvantage lecturers who do not teach a 1.0 time base.

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 will 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 twelve.

<b>2006-2010 Salary Overview</b>		
Article 31 of the CSU/CFA Contract contains the salary information bargained in the current contract (GSIs, SSIs, Equity & PPI). Go to the CFA website, <a href="http://www.calfac.org/contract.html">www.calfac.org/contract.html</a> , for complete salary information. The table below summarizes the key elements of salary increases affecting lecturers. Equity and PPI are discussed under Definition of Terms.		
<b>YEAR</b>	<b>GSI</b>	<b>SSI</b>
06 - 07	3.0% retro to 7/1/06  1.0% 6/30/07— paid July 07	2.65% on anniversary
07 - 08	3.7% 7/1/07  2.0% 6/30/08— paid July 08	2.65% on anniversary
08 - 09	3.0% 7/1/08  2.0% 6/30/09— paid July 09	2.65% on anniversary
09 - 10	4.0% 7/1/09  2.0% 6/30/10— paid July 10	2.65% on anniversary
<b>TOTAL</b>	<b>20.7%</b>	<b>4 SSI = 10.6%</b>

**General Salary Increases (GSIs)**

The CFA and 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. The contract does allow for re-openers on salary based on the state budget that could change the GSI amount from that listed in Article 31 and in the table above.

Over the period of the current 2006-2010 contract, the GSI increases amount to 20.7% (22.6% compounded).

The entire salary scale - range minima, SSI maxima and range maxima - changes with each GSI (July of each year of this contract). Always refer to the current salary schedule for salary information (See websites cited above).

The first GSI awarded in this contract is retroactive to July 1, 2006. This GSI will increase all faculty salaries by 3%. The retroactive increase will be paid separately as a lump sum. The delayed portion of the 2006-2007 GSI (1% to be paid 6/30/07) is compounded by the 2007-2008 GSI of 3.7%. Since the compounding effect is small, multiplying by 4.7% will give a reasonably accurate calculation. Subsequent GSIs can be calculated similarly.

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 where 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.

### **Service Salary Increases (SSIs)**

A Service Salary Increase (SSI) is awarded after teaching 24 semester WTUs or 36 quarter WTUs including summer term in a single department since the last SSI or Range Elevation, in years funded in the contract. In order to receive an SSI, your salary must be below the SSI maximum in the 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.

Service Salary Increases of 2.65% were funded in each year of the 2006-2010 contract, with the first SSI retroactive to Fall 2006 for eligible faculty. Refer to the CFA webpage, FAQ on SSIs and SSI Eligibility, <http://www.calfac.org/contract.html>, for detailed information on SSIs and SSI eligibility.

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 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 (changes with each GSI - always check the current salary schedule posted on the web addresses cited above), and your current salary.

The last SSI under the previous contract was awarded July 2004 for faculty establishing eligibility by the end of fall 2003 (semester campuses) or winter 2004 (quarter campuses). If you received the July 2004 SSI, you need 24 semester WTUs or 36 quarter WTUs since your previous eligibility date (fewer if you have left over units on a campus that provides banking) to be eligible for the next SSI.

If you believe you are eligible for a Service Salary Increase, request an SSI eligibility check from Academic 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 office.

### **RANGE ELEVATION**

Range elevation refers to an increase in salary by movement from one range to the next, e.g., Range A to Range B or Range B to Range C. (See Appendix B for a chart of the faculty salary schedule.) If granted, a range elevation brings a salary increase of at least 5% (Article 31.6).

The Collective Bargaining Agreement (CBA) specifies the procedures that the campus must follow for 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 Academic Senate. The campus policy must be in compliance with the language in the CBA. Lecturers become eligible to apply for range elevation when they have at least five years of service in their current range and have no more eligibility for service salary increases (SSIs). Lecturers who are at or above the SSI maximum in their range are no longer eligible for SSIs.

## SSI Eligibility

1. Were SSIs funded in the contract?  
THE ANSWER IS YES. Go to step 2.

2. Do you have 24 semester WTUs or 36 quarter WTUs in a single dept. 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. You will need to serve five years in the range before applying for a range elevation. Refer to Range Elevation below for specifics on eligibility and timelines for application.

Campuses are required to notify lecturers who are eligible to apply for a range elevation. However, you should also keep careful track of your potential eligibility. You need to know your current 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. In addition, if you received a Faculty Merit Increase in the 1998, 1999, and 2000 FMI programs, these raises need to be subtracted out because they do not count against SSI eligibility. Because the new Collective Bargaining Agreement has an SSI retroactive to July 2006, some lecturers will become retroactively eligible for a range elevation as of the 2006-2007 academic

year. Furthermore, because SSIs were bargained for all four years of the CBA, many lecturers will have the chance to advance to the SSI max and become eligible to apply for a range elevation.

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 that you cannot be evaluated on activities that are not part of your assignment. Range elevation is not a promotion and brings no increase in job security or status. It is simply a pay raise. To apply, you need to 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. 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 range elevation being bargained, lecturers, once reaching the SSI max in the range in which they had been hired, stayed in that range for the rest of their time in the system and received only GSI raises. Now that the process is available, many lecturers have received range elevations, and all eligible lecturers are urged to apply. 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.

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 chair or other administrators, contact your local lecturer representative or CFA office.

## BENEFITS

*Caution: 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, check with your campus benefits office about enrollment periods and policies.*

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 ten years of work, was able to get signed into law.

Lecturers and coaches in an academic year classification who are appointed for at least six units (0.4 time base) for at least one semester or two consecutive quarters are eligible to receive benefits. These are provided through the California Public Employees' Retirement System (CalPERS) for themselves and eligible spouse or domestic partner and children.

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-PERS vision, life insurance, and long-term disability 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 (commonly known as COBRA) you may continue your health plan enrollment for up to 18, 29, or 36 months (depending on the circumstances) if you pay both the employee AND EMPLOYER costs.

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 are combining 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 [http://www.calfac.org/lecturers\\_updates.html](http://www.calfac.org/lecturers_updates.html).

Through the FlexCash Plan, faculty who waive CSU benefits because they have other non-CSU coverage can receive an additional \$128 in compensation per month for waiving just medical benefits, \$12 for waiving dental, and \$140 for waiving both. There are also plans that allow faculty to pay eligible health care and child care costs on a pre-tax basis.

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). For details, go to [http://www.calstate.edu/HR/CDIP/program\\_desc.shtml](http://www.calstate.edu/HR/CDIP/program_desc.shtml).

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).

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

Temporary faculty with three-year appointments or coaches with six years of full-time equivalent service 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 child. (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, <http://www.calpers.ca.gov>, you can access your account, learn about your benefits, and use on-line 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.)

Fortunately, many lecturers are eligible to enroll in the CalPERS retirement plan, which has both employee and employer contributions. Employees contribute 5% of monthly pay in excess of \$513. CSU employees eligible for CalPERS also pay into the Social Security retirement system and thus contribute to their future Social Security benefits.

For further information on retirement benefits, contact your campus human resources or benefits office. Also check the CSU statewide website at <http://csucareers.calstate.edu/>, CalPERS at [www.calpers.ca.gov](http://www.calpers.ca.gov), and Social Security at <http://www.socialsecurity.gov/>

### 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 temporary faculty member employed for at least 7.5 WTUs (.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. 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 1.0 service credit per year.

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. Upon retirement, vested lecturers are eligible for both a CalPERS pension and a 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. 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 re-appointment is NOT guaranteed and pre-retirement entitlements and pay status may not be honored.

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 from time worked in the CSU before you qualified for CalPERS (called “service prior to membership”), but you must pay both the employee and employer contributions. There is also a possibility of purchasing additional service credit and paying for it through pre-tax deductions over a multi-year payment schedule.

### **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 term’s schedule of classes does NOT constitute reasonable assurance of work. 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. Being contingent means that you can have your class(es) cancelled or reassigned to tenure-track 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 three-year appointment and have taught 4 or 5 courses every semester for 20 years. All contingent lecturers

#### **EDD Statute on “Reasonable Assurance:” Unemployment Insurance Code 1253.3(g)**

“For purposes of this section, ‘reasonable assurance’ includes, but is not limited to, an offer of employment or assignment made by the educational institution, provided that the offer or assignment is not contingent on enrollment, funding, or program changes. An individual who has been notified that he or she will be replaced and does not have an offer of employment or assignment to perform services for an educational institution is not considered to have reasonable assurance.”

receive an appointment letter every semester 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 up to 133% of the benefits you are due before the benefits are reduced to zero. Your benefit amount is based on two factors: your highest quarter of earnings during the 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 the lecturers who 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 <http://www.edd.ca.gov> and follow the links, or call 800-300-5616.

There are two strategies to consider:

1. The first is to apply as soon as you have finished your duties with the University (i.e., turned in your grades). This approach is predicated on the fact that if your class is cancelled after the beginning of the term, the CSU will only pay you for the hours you spend attending class. Lecturers who use this approach will be able to receive several additional weeks of unemployment benefits per year compared with those who follow the second approach. But in order to receive benefits you will generally have to appeal before an administrative law judge after initially being denied. This is because the CSU claims that the period

of employment is determined by the dates on the appointment letter.

2. The second and more conservative approach is to 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.

Whichever approach you decide to use, you should not delay applying because eligibility for unemployment benefits begins the day you apply, regardless of how long you have been unemployed/under-employed. There is also a one-week waiting period for each claim you open.

When applying, be sure to have your appointment letter in front of you, and make sure to enter the following information into your on-line application or tell the EDD worker on the phone:

- 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 definition of “reasonable assurance of work” according to EDD 1253.3(g).
- 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, often after the term has begun.
- Your appointment is contingent upon budget and enrollment.
- Your current appointment letter states that after your appointment ends, no further employment is implied (if your appointment letter states this).
- Even if you have been given an appointment for the following term, your classes can be cancelled up to third class meeting due to budget or enrollment or be taken from you and reassigned to a tenure-track faculty member.
- Finally, remind them of their own statute, EDD 1253.3(g), which defines “reasonable assurance of work,” something which you lack.

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 eligible for benefits.

Upon receiving your claim, the EDD will contact your campus to confirm your employment status. Prior to 2005, it was common for departmental secretaries or chairs to be contacted and asked whether lecturers had “reasonable assurance” of returning to work. However, AB 2412, authored by state senator Leland Yee in 2004, 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.

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. 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, 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. It is important to follow these timelines precisely. An appeal means that an informal hearing will be held by an administrative law judge who will quickly render a decision. The process is generally fair and will likely result in your receiving retroactive benefits if you did not have “reasonable assurance” of employment.

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, [www.calfac.org/contract.html](http://www.calfac.org/contract.html))

- 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 re-appointment

- Any documents or letters from your department chair, other faculty, the campus administration, or the press, 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 re-appointment. Also, point out the uncertainties of funding and enrollment for your department, if applicable.

If you are denied unemployment benefits and you need more information, before filing your appeal consult with your CFA campus lecturer representative(s), one of your CFA chapter officers, or your CFA staff representative for advice.

# Unemployment Insurance Appeal

Here is a sample letter you may wish to use to appeal 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 California's State Universities 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.

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 Articles 22, 23, 24, 28 and 33 of the contract (*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 and remember to check for any provisions pertaining to 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 quite 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 (Art. 24)

All faculty unit employees accrue credit for paid sick leave. Full-time appointments earn 8 hours of sick leave per pay period (pay check). 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 <http://www.calpers.ca.gov>.)

#### Bereavement Leave (Art. 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. (Art. 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 (Art. 24.12).

#### Maternity/Paternity Leave (Art. 23)

All bargaining unit employees are entitled to up to 30 days (six weeks) of paid maternity/paternity 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. (See also *Disability Leave and Family Care and Medical Leave*.)

*"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."*

#### Sabbatical/Difference-in-Pay Leaves (Arts. 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.

### **Personal Holiday (Art. 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.

Note: 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.

### **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 <http://www.edd.ca.gov/dirq2501.htm>.

## **UNPAID LEAVE**

### **Personal Leave (Art. 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 fifteen 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 (Art. 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 the responsibility for health and dental benefit payment shifts to the employee during a leave of this type.

### **Family Care and Medical Leave (Art. 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/placement in 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 *Maternity/Paternity Leave* under PAID LEAVE.)

Note: All leaves automatically terminate at the end of an appointment. ◆

# 6. Grievances and Other Problems

## GRIEVANCES

CFA can help resolve any problems or complaints informally and encourages this approach where 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 with securing a resolution.

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

*no later than **forty-two (42) days** after the event giving rise to the grievance, or no later than forty-two (42) days after the grievant knew or reasonably should have known of the event giving rise to the grievance*  
(Art. 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.

Article 10, Grievance Procedures, governs most aspects of grievances. Because of legislation that CFA successfully sponsored, our new contract has an expanded definition of what faculty matters are grievable and offers faculty **two grievance tracks: the contract grievance track or the statutory grievance track**. In addition, for temporary faculty the new

contract has the **option of an expedited umpire arbitration procedure for appointment issues**. The *Grievance Procedure Flow Chart* included in this section shows the steps in the two parallel grievance tracks and in the optional umpire procedure.

Both grievance tracks use the same **definition of a grievance**:

*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.*

At the time of filing a grievance, the grievant selects either the contract grievance track or the statutory grievance track, which involves a faculty hearing committee. Before deciding which track to pursue, 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, <http://www.calfac.org>, 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 contract grievance track.

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

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 of full-time faculty members. The panel members are elected at the department level according to a formula spelled out in Articles 10.8-10.9 of the contract. All faculty, including part-time temporary faculty, are eligible to vote for the panel members. Faculty with less than a 0.5 time base are entitled to a 0.5 vote in the department election. Faculty with a 0.5 or greater time base have one vote.

Although all faculty can vote for the panel members, 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.

Lecturers should pursue their right to vote in the panel elections and should ensure that departmental election procedures make clear that all faculty in the department are eligible to vote. Full-time lecturers should seriously consider running for election to the panel and possibly 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 contract 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 (contract track) or by the Faculty Hearing Committee process, including presidential review (statutory process), may have the option of submitting grievances to a special Umpire jointly selected by the CFA and the CSU. 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.

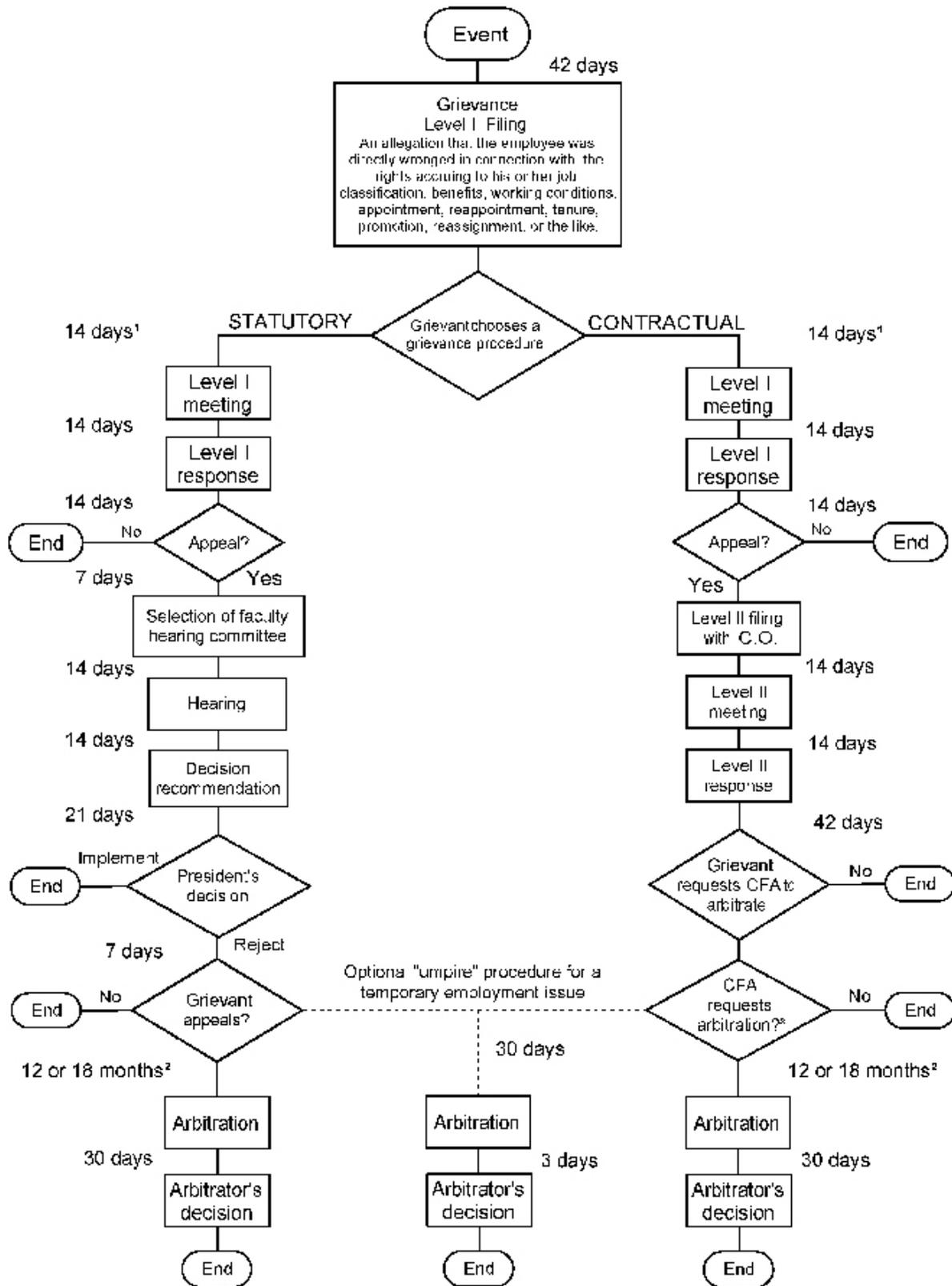
The new Umpire option brings a much quicker resolution of Article 12 matters, for both lecturers and the departments that need to make real-time hiring decisions. However, this option may not be suitable for complicated grievances.

Lecturers should review Article 10.28 and talk to CFA before making a decision on using the Umpire option.

## GRIEVANCE PROCEDURE FLOW CHART

The Grievance Procedure Flow Chart on the following page shows the steps and the timelines in the two parallel grievance tracks and in the optional umpire system.

*Please Note: This flow chart is intended to give you a visual overview of the grievance process; however, always check with your campus faculty rights office to confirm the grievances procedures and the timelines.*



<sup>1</sup> 25-day postponement(s) are possible to facilitate informal resolution  
<sup>2</sup> 12 months, unless promotion case, then 18 months  
<sup>3</sup> On the contractual track, even if CFA chooses to request arbitration, it is still the grievant who chooses whether to use the umpire or not

Lawrence Giventer  
 CSU Stanislaus  
 August 2007

## POSSIBLE DISCIPLINARY ACTION

If you are concerned about possible disciplinary action, contact your CFA chapter president, CFA Faculty Rights chair, or CFA staff representative at once. 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. See 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, marital status, pregnancy, age, disability, or veteran status.

According to state and federal law, these and other forms of discrimination are illegal. If you believe that you are being discriminated against, contact one of your campus CFA chapter officers or your staff representative at once. Many problems can be addressed at the campus level through CFA intervention and the help of the campus human resources staff. Severe problems may require higher level action involving agencies such as the federal Equal Employment Opportunity Commission or the state's Department of Fair Employment and Housing. CFA recommends that, when you feel you are being discriminated against, you contact your CFA chapter for help in determining your best course of action.

An important aspect of your 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 sexual 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 activities 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 chapter officers or your staff representative. (There may also be other resources on your campus, such as a Women's Center or an Office of Equity and Diversity.) To make a formal complaint, contact your campus human resources office.

## 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 such timelines as may be 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.

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, if necessary. 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 individuals) have a higher level of protection from retaliation. ♦

## Important Links

**Equal Employment Opportunity Commission District Offices (U.S. Gov.)** - <http://www.eeoc.gov>

**Department of Fair Employment and Housing (California State Gov.)** - <http://www.dfeh.ca.gov>

## 7. Organizing

Everything in this Handbook so far implies, directly refers to, or specifically encourages your involvement in CFA's effort to protect and advance our collective rights and welfare. This handbook so far has stressed your important place and role in CFA governance and your guaranteed rights found in the contract. It has also 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 CSU) 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. Remember that under state law, all faculty unit employees are represented by CFA and pay an agency fee. However, payment of the agency fee does not make one a member of CFA. Membership dues are only 1.05% of gross CSU Unit 3 salary. For information on how to join CFA and benefit from membership, refer to Part 9 of this Handbook, *CFA Membership*, and/or [www.calfac.org](http://www.calfac.org).

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 five to ten active lecturers working together within 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 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.html](http://www.calfac.org/lecturers.html), and at the campus CFA chapter's own website.

### 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 5 to 20 active members who sit on the Executive Committee or Board, whose 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 Committee is the recruitment of new members. This is an important function because, the more lecturers CFA has, the more power we 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, try to 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, fliers, and email. At the statewide level, the union sends out weekly email updates called the CFA Headlines. Members with communication and computing skills are an asset to CFA, both at the statewide and chapter levels, since good communication is essential to an effective union.

### RIGHT TO PARTICIPATE IN CFA ACTIVITIES

The Higher Education Employer-Employee Relations Act (HEERA) and the CSU-CFA Collective Bargaining Agreement guarantee that faculty unit employees shall not suffer reprisals for participation on CFA activities (Art. 6.16). If you believe that you are being discriminated against because of your union membership and/or activities, contact your CFA chapter president or Faculty Rights Chair immediately.

Many lecturer activists actually find that there is an inverse 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 issues, whereas CFA negotiates with the CSU over salary and other terms and conditions of employment. Each campus has a constitution that stipulates how and how many 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 eligibility to full-time lecturers, while others are more or less inclusive of 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. Meanwhile, some campus senates

have more student representatives than lecturer representatives. Given that lecturers outnumber tenured and tenure-track faculty and teach at least 50% of CSU courses, these imbalances call for attention and rectification. (See the *CSU Instructional Faculty* tables 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. The more inclusive senates are of lecturers in their decision-making processes, the more awareness there is of contract lecturer rights and, thus, the greater the likelihood of campuses developing policies that protect rather than violate these rights. 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.

While overcoming senate resistance to including lecturers might seem formidable, it is a worthwhile effort that has born fruit on campuses where lecturers have organized and appealed to their senates for increased participation. 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 Academic Senate passed resolution AS-2674-04/FA in support of lecturer membership on campus academic senates. (See box below for the text of the resolution.)

### CFA'S AFFILIATION WITH THE 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 (1982).

This affiliation with the 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.

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 professoriate 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](http://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 <http://www.aaup.org/AAUP/pubsres/policydocs/RIR.htm>.)

(3) Adopting policy on job security and due process for contingent faculty. In 2003 the AAUP adopted a policy statement, *Contingent Appointments and the Academic Profession*, which is a visionary and pragmatic guide to stabilizing the profession, with

#### AS-2674-04/FA - November 11-12, 2004

**RESOLVED:** That the Academic Senate of the California State University (CSU) commend the more than 75% of campus senates (at least 18) that consider lecturer faculty eligible for Academic Senate membership; and be it further

**RESOLVED:** That the Academic Senate CSU commend especially those campuses that have established policies ensuring representation of lecturers; and be it further

**RESOLVED:** That the Academic Senate CSU encourage campus senate chairs, through discussions among themselves and with their local constituencies, to develop a common understanding of the current state of and best practices for enabling all CSU faculty to participate in campus shared governance process.

**RATIONALE:** *In the past decade, CSU faculties have included among their numbers a significant percent (currently approximately 54%) of individuals identified technically as "temporary," more accurately as non-tenure-track, and colloquially as lecturer faculty; over time, a majority of the campuses has chosen to recognize them as eligible for positions on the campus senates. It is to the clear advantage of any campus representative body to ensure that it formally acknowledge and provide designated positions for this cadre of faculty, who provide substantial amounts of teaching, research, and campus or statewide service-in some instances, having served as officers of their campus senates and in at least three having served on the Academic Senate CSU. It would be similarly advantageous if the campuses were to develop a shared understanding about practices throughout CSU for lecturer representation and rights on the campus senates, consistent with the needs and wishes of each of the individual campuses, and to identify those that most closely resemble "best" practice for ensuring appropriate representation of this subset of faculty.*

**APPROVED - January 20-21, 2005**

recommendations that could be considered a “bill of rights” for contingent faculty. (See [www.aaup.org/AAUP/pubsres/policydocs/conting-stmt.htm](http://www.aaup.org/AAUP/pubsres/policydocs/conting-stmt.htm) .)

(4) Establishing a special committee. The Committee on Contingent Faculty 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), which organizes a biannual conference. *Contingent Labor Conference Grades Institutions*, an article about COCAL VI, which took place in Chicago in 2004, was published in the Nov.-Dec. 2004 issue of the

AAUP journal *Academe*, available on-line at [www.aaup.org](http://www.aaup.org) . COCAL VII met in Vancouver in 2006, and COCAL VIII is expected to take place in San Diego in 2008. CFA lecturer activists participate as delegates to the conferences and as members of the COCAL conference advisory and planning committees.

To subscribe to the COCAL listserv, also known as ADJ-L, go to [http://adj-l.org/mailman/listinfo/adj-l\\_adj-l.org](http://adj-l.org/mailman/listinfo/adj-l_adj-l.org)

To contact the AAUP regarding contingent faculty issues, email staff representative Gwendolyn Bradley, [gbradley@aaup.org](mailto:gbradley@aaup.org) . ♦

### **DEDICATED LECTURER SEATS IN CSU ACADEMIC SENATES AS OF SPRING 2007**

<b>Campus</b>	<b>Dedicated Lecturer Seats</b>	<b>Headcount: Temporary Faculty</b>	<b>Headcount: Tenure-line Faculty</b>
Bakersfield	0	221	234
Channel Islands	2	181	66
Chico	0	491	510
Dominguez Hills	0	396	262
East Bay	4	398	332
Fresno	0	757	538
Fullerton	2	1,255	685
Humboldt	1	244	286
Long Beach	8	1,205	800
Los Angeles	0	647	510
Maritime	0	36	39
Monterey Bay	2	175	106
Northridge	9	1,079	733
Pomona	0	561	586
Sacramento	4	769	742
San Bernardino	1	524	392
San Diego	4	928	816
San Francisco	9	972	730
San Jose	0	1,106	700
San Luis Obispo	1	518	688
San Marcos	1	277	201
Sonoma	3	273	259
Stanislaus	1	274	247
<b>Total</b>	<b>52</b>	<b>13,287</b>	<b>10,462</b>

Data compiled by Mark Kaplas, East Bay CFA Lecturer Rep., and Aimee Streck, CFA Research Specialist.

## 8. Toward Better Conditions for Teaching and 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 temporary 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 for carrying out expected tasks for each full-time equivalent faculty (FTEF) 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. Proration of fees and costs 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, 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, e-mail 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.*

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

**A**s 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 (CFA). To cover the costs of this representation, each member of the bargaining unit pays an agency fee of approximately 0.7% of the gross CSU Unit 3 salary. Someone earning \$2,500 per month would pay about \$18 monthly in agency fee, but for about \$8 more would have the benefits of union membership, for which dues are only 1.05% of gross salary.

CFA members are eligible for an additional range of benefits. These include: free 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); California Teachers Association (CTA); National Education Association (NEA); and Service Employees International Union (SEIU).

For a full list of member benefits please visit the CFA website at <http://www.calfac.org/benefits.html>.

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 45% of lecturers teaching 6 or more units are union members; a lower percentage of lecturers teaching below 6 units are CFA members.

Other contingent faculty in higher education, many teaching with no access to union representation, look to the CFA 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.
- By becoming a member, you will be able to participate in CFA elections, including the contract-ratification vote.
- CFA takes a strong stand against attacks on academic freedom and supports increasing the number of tenure-track positions while protecting lecturer job security.
- 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, counselors.
- CFA members provide an important element in legislative action that supports the mission of the CSU to provide access to excellent collegiate education.

To become a member, fill out the attached membership form, or go to the website at <http://www.calfac.org> and select "Member Help Desk." ♦

## **10 Reasons to Join**

1. Run for and by the CSU faculty.
2. You get a vote—and a voice.
3. CFA defends job security and academic freedom.
4. CFA negotiates faculty salaries, benefits and rights.
5. CFA stands up for all Unit 3 faculty members.
6. CFA members decide which political candidates to support.
7. CFA advocates for legislation and a budget essential to the CSU's students, faculty and staff.
8. CFA members get supplemental benefits.
9. CFA members become members of America's top education advocacy organizations, such as AAUP and NEA.
10. CFA has a top-notch professional staff.

## **2 Easy Ways to Join**

Take the first step toward a better university...become a CFA member today.

1. Simply fill out the membership card attached below and return it to your campus CFA chapter.
2. You can also join online at [www.calfac.org/join.html](http://www.calfac.org/join.html)

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## **CFA Active Membership Application**

(Please fill out and return to your campus CFA office)

---

Last Name (Print Please)

---

First Name

---

Middle Name

---

Social Security Number

---

Mailing Address (Number and Street)

---

City

---

State

---

Zip

---

E-mail Address (Work)

---

E-mail Address (Home)

---

Phone Number

Please enroll me as an active 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 benefits program for which I have applied and which is sponsored by CFA. This authorization will remain in effect until I send a written notification to CFA.

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.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Current Active dues are 1.05% of gross CSU salary. Minimum monthly dues are \$10. Reduced dues are available upon request for NEA life or CTA/NEA members in another California chapter. Voluntary CFA-PAC contributions are \$5/\$10 depending on income. Dues payments and contributions to CFA-PAC 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

**A**s a lecturer in the CSU, you are entitled to the same representation from the California Faculty Association as any other faculty member. You can also draw on the campus CFA lecturer representative and the statewide CFA Lecturers' Council for information and support. For a list of the CFA campus lecturer representatives or co-representatives, go to this link: <http://www.calfac.org/lecturers.html>. Most of the 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 twenty-five 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 80's, 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.

CFA won the election to become the exclusive bargaining agent, and from the beginning there was a duly constituted statewide Lecturers' Council (see Bylaw Provisions in Appendix A of the Handbook). Initially, progress on lecturer issues was slow; however, in recent years CFA has had a series of statewide presidents who have 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 rebuild the CSU system.

CFA was able to get agency fee legislation passed that required all faculty, even those who did not actually join CFA, to pay agency fee and thus pay their fair share of representation costs. Agency fee increased the available resources, some of which were put to good use building the Lecturers' Council.

The Lecturers' Council has monthly statewide conference calls and lecturer meetings 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 established sub-committees on key issues for lecturers such as evaluation, research, the contract and conversion, and on faculty governance. We increased the number of lecturers on the bargaining team and on other CFA committees. Lecturers became more involved in political action, and our lobbying efforts helped CFA to finally get passed, after ten years of effort, a law expanding lecturer health benefits eligibility. Lecturers were part of the lobbying effort on ACR-73, a landmark legislative success, that once implemented, will start to rebuild the CSU faculty workforce.

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 for increasing lecturer activism on the individual campuses and for keeping 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 (COCAL), and with our affiliates National Education Association (NEA), California State Teachers Association (CTA), American Association of University Professors (AAUP) and Service Employees International Union (SEIU), as well as the labor councils across the state.

The efforts of the Lecturers' Council - both inside CFA and outside 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 seventy-five lecturers from all twenty-three of the CSU campuses.

The slogan in our recent 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. <http://www.aaup.org/AAUP/pubsres/policydocs/conting-stmt.htm>

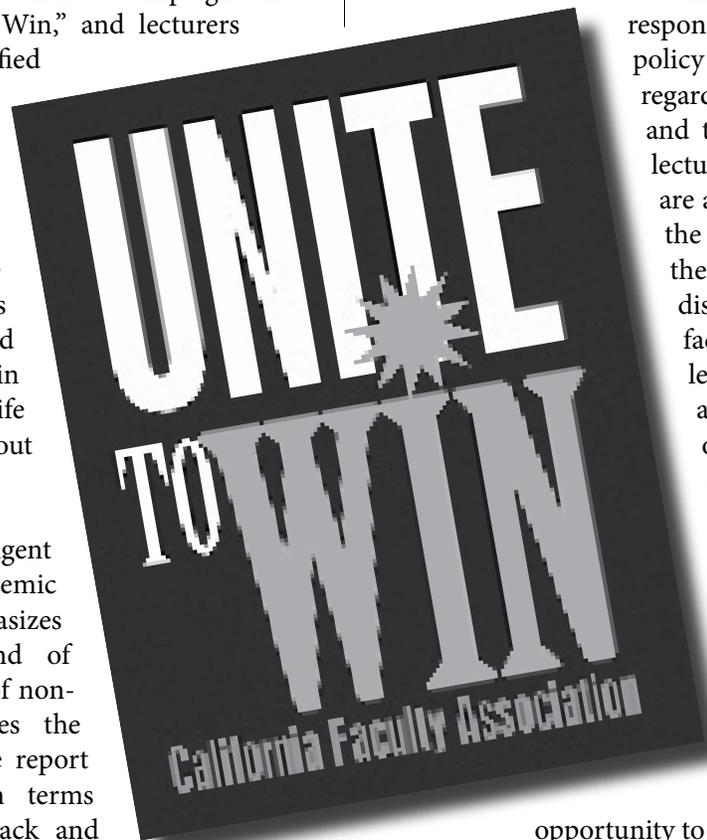
Lecturers in the CSU experience these problems in varying degrees, but on many campuses have worked to establish broader and more integrated roles for lecturers. Lecturers’ citizenship in the university has been recognized by many campuses that now have designated lecturer seats on their academic senates.

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. In the CSU, academic senates have primary responsibility for educational policy and for setting policies regarding evaluation procedures and timelines - key issues for lecturers. Academic 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 the other lecturers on your campus, and to gain a greater sense of membership in the campus community. If your campus has a designated lecturer seat on the academic 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 and join with us in building the power not just to protect your working conditions but to lobby for the policies and public funding needed to protect higher education. ♦



# APPENDIX A: CFA Bylaw Provisions

## (1) CFA MISSION AND STATEMENT OF PURPOSE

Article II of the CFA bylaws (as amended in 2006) 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 academic employees; to provide legislative advocacy; and to maintain collective bargaining agreements covering salaries, working conditions, and other items and conditions of employment. These agreements 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 and,
- d. To promote unity among academic employees and thereby enhance the effectiveness of the CFA in representing these employees.

## (2) LECTURER REPRESENTATION AND 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 2. 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 2. Membership. The Board shall be composed of: the Officers of CFA (the President, the Vice-President, the four (4) 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 and Representation Committees; four (4) representatives of the chapter presidents; two (2) representatives of the lecturers; two (2) 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-President, Lecturers, plus two (2) 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 to be the Lecturer representative to the Board of Directors, 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 s/he ceases to be a Lecturer representative to the Assembly and the Lecturer Council has elected a replacement representative. These elections shall be supervised by the Elections Committee and conducted at Assembly meetings.

### **From Article VIII, "Officers and Duties":**

SECTION 1. Officers. The Officers of CFA shall be President; Vice-President; four (4) Associate Vice-Presidents (North, South, Lecturer, Affirmative Action); Secretary; and Treasurer.

SECTION 11. Duties of the Associate Vice-President for Lecturers. The Associate Vice-President for

Lecturers shall perform such customary duties as:

- a. Serving as a liaison to lecturers, statewide, including consulting with members of the Council of Lecturers prior to Board meetings and reporting to them after Board meetings;
- b. Serving as Chair of the Council of Lecturers; and,
- c. Performing such other duties as are assigned to him/her by the President, the Board of Directors, the Council of Lecturers, or the Assembly.

**Article IX, “CFA Bargaining Team: Membership, Term of Office, Appointment Process, Removal and Responsibility”:**

SECTION 1. Authority and Power. 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.

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 President’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 chaired by the Associate Vice-President for Lecturers.

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-President for Lecturers 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. Two (2) members of the Council of Lecturers shall be elected by the Council of Lecturers to serve on the Board of Directors.

SECTION 5. Members on the Contract Development and Bargaining Strategy Committee. Two (2) members of the Council of Lecturers shall be elected by the Council of Lecturers to serve on the Contract Development and Bargaining Strategy Committee.

**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, Personnel, and Political Action and Legislative. The President and the Board of Directors shall strive to include Lecturers on all other committees and groups.

SECTION 10. Contract Development and Bargaining Strategy (CDBS) Committee.

a. The Committee shall be composed of the Chair of the Committee; the four (4) 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 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. Provide for representation of the interests of retired faculty; and,
- i. Implement specific chapter action and development plans.

The complete CFA Bylaws are available on-line at [www.calfac.org/bylaws.html](http://www.calfac.org/bylaws.html). ♦

# APPENDIX B(1): CSU Salary Schedule for “Lecturer – Academic Year”

This is the salary schedule for academic year lecturer faculty effective 7/1/08. To view the most recent salary schedule go to: <http://www.calstate.edu/HRAdm/SalarySchedule/Salary.aspx> or view the online version of the handbook at: <http://www.calfac.org/handbook.html>

HR-USA

## CSU THE CALIFORNIA STATE UNIVERSITY OFFICE OF THE CHANCELLOR

### SALARY SCHEDULE COLLECTIVE BARGAINING ID R03

Class Code	Range Code	Class Title	Effective Date	Salary Range		FLSA	Shift Diff	Affilm Action Coding	Empl Cate gory	Vac Acrl
				Min	Max					
2160		INSTRUCTIONAL FACULTY, SUMMER TERM								
	1	ASSISTANT	07/01/2008	5,840 17,520	6,356 20,304			FJA	3	3
	2	INSTRUCTOR	07/01/2008	6,912 20,736	8,282 24,846					
	3	ASSISTANT PROFESSOR	07/01/2008	8,282 24,846	10,440 31,320					
	4	ASSOCIATE PROFESSOR	07/01/2008	9,510 28,550	13,200 39,600					
	5	PROFESSOR	07/01/2008	12,016 36,048	14,502 43,506					
2358		LECTURER – ACADEMIC YEAR								
	1	L	07/01/2008	2,920 35,040	3,178 38,136			FJA	3	3
	2	A	07/01/2008	3,456 41,472	4,141 49,692					
	3	B	07/01/2008	4,141 49,692	5,220 62,640					
	4	C	07/01/2008	4,755 57,060	6,600 79,200					
	5	D	07/01/2008	6,008 72,096	7,251 87,012					

# APPENDIX B (2): Chart of the Lecturer Salary Schedule

Salary Chart (Full-time Equivalent/Academic Year) effective as of 08-17-2010. For the most recent salary schedule check: <http://www.calstate.edu/HRAdm/SalarySchedule/Salary.aspx>. For the most recent salary chart check: <http://www.calfac.org/handbook.html>.

Reference Monthly \$	Lecturer L	Lecturer A	Lecturer B Assistant	Lecturer C Associate	Lecturer D Professor
	<b>2921 min</b>				
3000	<b>3179 SSI max</b>				
	<b>3386 salary max</b>	<b>3458 min</b>			
4000		<b>4143 SSI max</b>	<b>4143 min</b>		
		<b>4652 salary max</b>		<b>4757 min</b>	
5000			<b>5222 SSI max</b>		<b>6011 min</b>
6000				<b>6603 SSI max</b>	
7000					<b>7254 SSI max</b>
8000					
9000			<b>9292 salary max</b>		
				<b>10,210 salary max</b>	
					<b>10,700 salary max</b>

\*To calculate a Full-time Equivalent (FTE) Academic Year salary multiply FTE monthly salary by twelve.

# APPENDIX C: Glossary

## Alphabet Soup – a Guide to Terms and Acronyms

**AAUP**- American Association of University Professors, known for its leadership in the academic freedom arena. Affiliate of CFA.

**Academic Senate** - Under the State of California Education Code, each campus has an academic senate responsible for formulating certain academic policies, including criteria for retention, tenure, and promotion.

**APC**- Academic Professionals of California, representing 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 agreed on. Each chapter sends a delegation.

**AVP/AA** - Associate Vice President for Academic Affairs (sometimes for Academic Personnel, or Faculty Affairs) in CSU campus administration.

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

**CalPERS** - California Public Employees' Retirement System

**CBA** - Collective Bargaining Agreement (informally referred to as "contract").

**CD/BS** - Contract Development/Bargaining Strategy Committee, made up of elected and appointed CFA members, assists in strategic decisions regarding bargaining.

**CFA** - California Faculty Association, the union representing faculty (including lecturers), librarians, counselors, and coaches in the CSU.

**CSUEU** - California State University Employees Union, representing employees in Units 2, 5, 7, and

9 of the CSU. (Formerly California State Employees Association, CSEA).

**CSU** - California State University, a statewide system with 23 Campuses.

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

**DIP** - Difference in Pay Leave.

**FAR** - Faculty Activity Report, submitted annually as an application for an FMI award. No longer required.

**FERP** - Faculty Early Retirement Program for tenured faculty.

**FMI** - Faculty Merit Increase (under a previous contract).

**FTEF** - Full-time Equivalent Faculty.

**GSI** - General Salary Increase, across-the-board or cost-of-living (COLA) increase.

**GTAs** - Graduate Teaching Assistants are not in our bargaining unit 3, but under their own unit 11 with 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 temporary faculty in the CSU.

**Lecturers' Council** - Composed of the CFA lecturer representatives from each of the 23 campuses. The Lecturers' Council serves as an advisory body to the Board of Directors.

**MOU** - Memorandum of Understanding.

**NEA** - National Education Association. Affiliate of CFA.

**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 CFA chapter presidents. The Presidents' Council is an advisory body to the Board of Directors.

**PRTB** - Pre-retirement Reduction in Time Base.

**PSSI** - Performance-based SSI's (under a previous 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.

**SEIU** - Service Employees International Union. Affiliate of CFA.

**SSI** - Service Salary Increase.

**Unit 3** - Bargaining unit for CSU 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. ♦

# NOTES



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