

**CFA Proposal to include 5-year contracts to temporary faculty
February 26, 2021**

This proposal may require reconciliation with range elevation and evaluation provisions in the CBA as well as other proposals including correcting gendered language.

Change Current Article 12.12 to:

Three-Year and Five-Year Appointments

Temporary faculty unit employees ~~(excluding coaches)~~ employed during the prior academic year and possessing six (6) or more years of prior consecutive service on that campus shall be offered a three-year temporary appointment following an evaluation conducted pursuant to provisions 15.20(d) and 15.28, where there is a determination by the appropriate administrator that a temporary faculty unit employee has performed the duties of ~~his/her~~**their** position in a satisfactory manner; and absent documented serious conduct problems. **After an employee has completed a three-year temporary appointment, they shall be offered a five-year temporary appointment.**

In addition to other provisions of this Agreement, the following special conditions shall apply:

- a. For purposes of this section, one (1) year of service shall be considered employment of one (1) semester or two (2) quarters in the bargaining unit on a single CSU campus during a single academic year. In calculating the six-year eligibility period, the entire six (6) year period must have been worked on a single campus in a single department. Units taught during extension for credit programs shall not be included as part of the temporary faculty member's entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.
- b. Three-year **and five-year** appointments will be issued for employment on each campus and in each department where the temporary faculty member has established eligibility.
- c. The time base of appointments provided here shall be as established under terms of the "similar assignment" language and precedents of provision 12.3 of this Agreement. ~~Subsequent three-year~~ **Five-year** entitlements are determined by the time base held during the ~~third year of the prior~~ **to the three-year appointment five-year appointment.** Units taught during extension for credit programs shall not be included as part of the temporary faculty members' entitlement base. Application of units towards an entitlement under this provision for units taught during Summer Session programs is established pursuant to the chart in Appendix F.
- d. The President shall decide the type and extent of course offerings for the department, consistent with current policies and procedures on each campus.
- e. In the event there is no work available to satisfy the time base entitlement during any academic term of a three-year **or five-year** appointment, the temporary faculty employee shall continue to maintain this contractual entitlement for the duration of the three-year **or five-year** appointment.

f. If no work exists in the department to support the initial **three-year** or subsequent ~~three-year~~ **five-year** appointment of the temporary faculty unit employee, or if the time base of the temporary faculty unit employee was zero during the third year of ~~her/his~~ **their** three-year **or fifth year of their five-year** appointment, ~~she~~ **they** shall be placed on a departmental list pursuant to provision 38.48. When such a temporary faculty unit employee is officially notified that no work exists to support the initial **three-year** or subsequent ~~three-year~~ **five-year** appointment, the official notification shall also inform the temporary faculty unit employee of the right to be placed on a list for a period of three (3) years. No later than July 1 of each year during the period the temporary faculty unit employee is on the list, the temporary faculty unit employee must inform ~~her/his~~ **their** department chair of the temporary faculty unit employee's interest in and availability for employment. Included in this written notice shall be current, accurate contact information **including non-CSU email address, home address, cell and/or home phone number**. Failure to notify the chair shall result in removal from the department provision 38.48 list.

Upon request, CFA shall be provided with a copy of all letters informing a three-year **or five-year** ~~lecturer~~ **temporary faculty unit employee** that no work exists in the department to support the subsequent appointment.

An employee returning from the provision 38.48 list will be employed at the same rate of pay that they previously received, but benefits eligibility shall be determined by the faculty member's time base at the time of return to work. The period in which the employee was on the department provision 38.48 list shall not constitute a break in service regarding rights previously accrued under Article 12.

12.13 Temporary faculty (~~excluding coaches~~) holding three-year **or five-year** appointments shall be reappointed to a subsequent ~~three-year~~ **five-year** appointment following an evaluation conducted pursuant to provisions 15.20(d) and 15.29, where there is a determination by the appropriate administrator that a temporary faculty unit employee has performed the duties of ~~his/her~~ **their** position in a satisfactory manner; and absent documented serious conduct problems.

These temporary faculty will be reappointed after a three-year **or five-year** appointment unless there is insufficient work for which the faculty member is qualified. In the event there is insufficient work to support the reappointment at the previous time base, the time base of ~~his/her~~ **their** successor ~~three-year~~ **or five-year** appointment may be reduced to reflect available work for which the temporary faculty member is qualified.

12.14 The application of provision 12.12 shall not prohibit the President from making appointments in excess of three (3) **or five (5)** years for eligible temporary faculty unit employees.

12.15 No later than June 30 of each year, the Administration shall post in each department a list of temporary faculty who it believes will be eligible for a three-year **or five-year** appointment pursuant to provision 12.12 effective with the first appointment of the next academic year. Any temporary faculty who are omitted from the list, but who believe they are eligible for a three-year **or five-year** appointment, shall come forward and identify themselves to the appropriate department chair within thirty (30) days of the posting. The faculty member should provide any documentation in ~~her/his~~ **their** possession which will assist in verifying eligibility.

