



## **Protecting Work for Incumbent Lecturers Maintaining Time-base Entitlement**

**Lecturers' Council 2020**

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# Precarious Times of COVID 19

- If there is a drop in student enrollment and/or a reduced budget for the CSU, we may see a reduction in course offerings for Fall 2020/Spring 2021.
- However, now is the time to be proactive in protecting your entitlement (amount of WTUs you're entitled to teach in an Academic Year) and to advocate for your rights related to re-appointment and offers of new/existing work (known as "preference for work").



# What is “Entitlement”

- After completing a full academic year:
  - A lecturer receives a 1-Year appointment and is given an “entitlement time-base” equal to the # of weighted teaching units (WTU’s) taught during the previous academic year.
  - To be considered “Full-time” as a Lecturer, means you have a 1.0 entitlement time-base (15 WTU’s) in a single department. Anything less than 15 WTU’s means a lecturer’s appointment is “Part-time.”
- After completing 6 years in single department, and upon receiving a satisfactory cumulative evaluation:
  - A lecturer gets a 3-Year appointment with a yearly entitlement based on their time-base from their 6<sup>th</sup> year.
  - Once you’ve completed a full 3-Year appointment, your next 3-Year entitlement is based on the time-base from the last year of your 3-year contract.
  - Your entitlement time-base is tied to a department!

## **Before meeting the entitlements of lecturer faculty...**

A department must first meet the assignment needs of tenured and probationary faculty, and in some cases, assignments are prioritized for other categories, including Administrators, T.A.'s (where teaching in the discipline is part of their T.A. position requirements) and other student employees (when teaching is part of the expectation of their student employment), or volunteer faculty (see Art. 12.29 for more detail).



## **Preference for Work for Lecturers in Fall Semester/Quarter**

- 1. 3-Year Full-time Lecturers**
2. Other multi-year full-time Lecturers that are not 3 year (these are very rare in the CSU)
- 3. 3-Year Part-time Lecturers up to their entitlement**
4. Lecturers on department reemployment list (also rare)
5. Other multi-year part-time Lecturers (very, very rare)
6. Visiting faculty (subject to 12.32! Also very rare)
- 7. 1-year Full-time & Part-time Lecturers and Lecturers who were employed in the academic year prior to the year for which they are being considered.**

# New and Additional Work

- If a part-time 3-Year, or part-time 1-Year lecturer's entitlement is met, and there is still “new and additional” work available, these lecturers now have an opportunity to add to their time-base and build towards a 1.0 (full-time) entitlement of 15 WTU's.
- “New and additional work” first goes to qualified part-time 3-Year Lecturers up to bringing them to full-time.
- If new and additional work still exists, it should then be made available to qualified part-time 1-Year Lecturers, up to bringing them to full-time.
- These steps must be taken before a department seeks to hire a new lecturer.



## **Preference for Work for Spring Semester/Spring Quarter/Winter Quarter**

- 1. 3-Year Full-time Lecturers**
2. Continuing multi-year full-time Lecturers that are not 3 year (very rare in the CSU)
- 3. 3-Year Part-time Lecturers up to their Entitlement**
4. Lecturers on department reemployment list (also rare)
- 5. 1-Year Full-time Lecturers**
- 6. 1-Year Part-time Lecturers** & Other multi-year part-time Lecturers (very, very rare)
7. Visiting faculty (subject to 12.32! Also very rare)
- 8. All other incumbent lecturers (like those who have only taught for a single semester or quarter)**

# Enforcing/Protecting Your Timebase Entitlement

- In cases where the CSU experiences reduced enrollment and/or a reduced budget, there will often not be enough work to meet all of the entitlements of contingent faculty. However, departments must follow the preference for work steps articulated in Article 12 when assigning course work...and we want to make sure administration doesn't exploit the COVID-19 crisis to justify unnecessary loss of work for contingent faculty.



## **Proactive Steps to Enforce your Article 12.29 Rights**

- Notify your department by email before the summer, of your desire to continue working in the Fall.
- Although not required per the CBA, it can be helpful to communicate your qualifications to your chair (many are new, and/or unaware of your past experience).
- Provide in writing, all of the courses offered by the department that you are qualified to teach, with reference to comparable courses you have taught in the CSU system and/or other Higher Education establishments.
- Make yourself as available as possible...try to be flexible in your scheduling requests/preferences.
- Keep a close eye on the course schedule and be vigilant...Is someone new being hired to teach a course that you are qualified to teach?
- Make sure any offers or denial of work are given in writing!

# Timeline For Filing a Grievance

- If you decide to file a grievance, you must file the grievance within 42 days after the event giving rise to the grievance, or 42 days after you knew or reasonably should have known of the event giving rise to the grievance.
- The moment you think your rights have been violated, contact your CFA faculty rights team immediately (see next slide for contact information).



# If Your Timebase Entitlement is Not Met...

If your time-base entitlement is not met for the Fall 2020 term and you believe that the assignment order outlined in our faculty contract is being violated, contact your Faculty Rights Chair or CFA Field Rep, and your Lecturer Representative as soon as possible.

To find your CFA Chapter Faculty Rights chair or Field Rep go to:

<https://www.calfac.org/campus-cfa-chapters>

To find you chapter Lecturer Representative go to:

<https://www.calfac.org/find-your-campus-lecturer-rep>

# Collective Bargaining Agreement & Membership Form

To view the Collective Bargaining Agreement (CBA) go to:

<https://www.calfac.org/resource/collective-bargaining-agreement-contract-2014-2017#article-12>

Not yet a member? Join CFA now and help us keep our union strong in this time of crisis <https://www.calfac.org/join-cfa>

